

**From:** Leeanne Singleton <[lsingleton@hermosabch.org](mailto:lsingleton@hermosabch.org)>

**Date:** May 17, 2019 at 5:59:46 PM PDT

**To:** Pat Escalante <[pescalante@hbcasd.org](mailto:pescalante@hbcasd.org)>, Suja Lowenthal <[suja@hermosabch.org](mailto:suja@hermosabch.org)>

**Subject:** RE: Resubmission Letter to Coastal Commission

Hi Pat,

Here are the items we were hoping to get some clarification on regarding the School District's submission to the Coastal Commission. Looking forward to meeting with the team on Monday.

#### **Finalization of MOU**

Pg3 "Additionally, the District is currently finalizing a memorandum of understanding/agreement with the City of Hermosa Beach to implement the improvements that require City approval to mitigate impacts to a less than significant level. The focus of the memorandum and proposed mitigation is to make changes to the operations of the school to address traffic issues observed from actual operations. While the memorandum and agreement can be drafted now, the actions of the agreement require the school to be in operation and operational traffic issues must be observed in order to craft effective changes. The types of operational changes include staggered start schedules, signage, valet-type door opening services, etc. Other operational changes may also be developed in coordination with the City after observation of school operations."

*Question: Why does the response characterize our Memorandum of Understanding as not yet finalized? It seems that it should specify that the MOU has been signed by both parties and is currently being implemented through the development of the Neighborhood Traffic Management Plan (which does not just include items that need City approval).*

#### **Parking Restrictions on adjacent streets**

Pg 4 "Under existing conditions there are no unrestricted spaces where beach visitors could park for more than an hour from September 15 through May 15th (general school calendar year), except for residents or vehicles with day permits. Because of the distance to the beach, and the need to cross busy roadways, one hour parking is too short of a time period to make use of this location for beach access because most of the time would be used walking to/from the beach."

*Question/Clarification: Why has this response been characterized as too far from the beach to make use of parking? It is within the coastal zone and four blocks to the beach and the streets are not particularly heavily traffic volume streets. It additionally appears that this response may have flipped the period the seasonal parking restrictions are in place. Parking in this area is all unrestricted from Sept 15 through May 15, and it is only during the summer months that it is restricted to one hour. It is correct in the tables, but seems to suggest that parking is limited to one hour for visitors already during the school year.*

#### **Timing on NTMP**

Pg 7 "...although the District could prepare transportation management mitigation in accordance with the memorandum of agreement now, these measures would be fluid and would need to be modified based on actual school operations. Other operational changes may also be developed in coordination with the City after observation of school operations. It is the intent of the City to continue cooperating with the City throughout operation of the project, therefore the mitigation extends well beyond opening of the school."

*Question: Is this response indicating that the School District does not anticipate any elements of the NTMP to be in place prior to the opening of the school? That's the way it reads, but was not our understanding of the objectives of developing the NTMP where some elements would be implemented prior to school opening, and then adjusted based on school operations and monitoring once open.*

#### **Parking during non-school hours**

Pg 7 "...the District believes that installation of signs at the parking lot entrance and within the parking lot should state "No Parking During School Hours from 7:00AM – 5:00PM" and "3 Hour Parking Maximum After School Hours, Weekends, and Holidays"."

Pg 8 "The parking lot would include signage in the parking lot that states "School Parking Only - School Days 7am - 6pm"."

*Clarification/Input: It looks like there is some inconsistency between responses as to when the parking would be available to the public that may need to be clarified. Additionally, based on our experience, Coastal is likely to come back with a request or condition that the parking is available for a maximum of 6 or 12 hours as a 3 hour restriction is usually reserved in heavily commercial areas. If the district was open to it, revising that to 6 hrs may be more attractive to Coastal as it is consistent with our time restrictions nearby along Gould and Valley Drive adjacent to the park and provides ample time for someone to visit the beach, but is not so long that it turns into overflow residential parking.*



#### **Leeanne Singleton, AICP, LEED AP**

Environmental Analyst | City of Hermosa Beach

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Connect with us on Social Media: [f](#) [i](#) [in](#) [t](#)

**From:** Pat Escalante <pescalante@hbcasd.org>  
**Sent:** Monday, May 13, 2019 9:03 AM  
**To:** Suja Lowenthal <suja@hermosabch.org>  
**Subject:** Fwd: North School Neighborhood Traffic Management Plan RFP Posting and Next Steps

Hi Suja,  
Thank you for the letter. Terry reviewed it on Friday and it's in the mail today. Cross your fingers that we get on the calendar soon.  
Have a great week,

Patricia Escalante

Superintendent

Hermosa Beach City School District

----- Forwarded message -----

**From:** Ann Yang <[anny@hermosabch.org](mailto:anny@hermosabch.org)>  
**Date:** Thu, May 9, 2019 at 5:17 PM  
**Subject:** RE: North School Neighborhood Traffic Management Plan RFP Posting and Next Steps  
**To:** Pat Escalante <[pescalante@hbcasd.org](mailto:pescalante@hbcasd.org)>  
**Cc:** Mayor Stacey Armato <[sarmato@hermosabch.org](mailto:sarmato@hermosabch.org)>, Councilmember Justin Massey <[jmassey@hermosabch.org](mailto:jmassey@hermosabch.org)>, Douglas Gardner <[dgardner@hbcasd.org](mailto:dgardner@hbcasd.org)>, Terry Tao <[ttt@thetaofirm.com](mailto:ttt@thetaofirm.com)>, Leeanne Singleton <[lsingleton@hermosabch.org](mailto:lsingleton@hermosabch.org)>, Michelle Meraz <[mmeraz@hbcasd.org](mailto:mmeraz@hbcasd.org)>, Maggie Hbcasd <[mbove-lamonica@hbcasd.org](mailto:mbove-lamonica@hbcasd.org)>, Suja Lowenthal <[suja@hermosabch.org](mailto:suja@hermosabch.org)>, Lauren Langer <[Lauren.Langer@bbklaw.com](mailto:Lauren.Langer@bbklaw.com)>, Ken Robertson <[krobertson@hermosabch.org](mailto:krobertson@hermosabch.org)>

Hi Pat,

Please find attached the requested City letter to the Coastal Commission.

Thank you,

*Ann Yang*

**Executive Assistant**

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**From:** Maggie Hbcsd <[mbove-lamonica@hbcsd.org](mailto:mbove-lamonica@hbcsd.org)>

**Sent:** Tuesday, May 7, 2019 9:07 PM

**To:** Suja Lowenthal <[suja@hermosabch.org](mailto:suja@hermosabch.org)>

**Cc:** Mayor Stacey Armato <[sarmato@hermosabch.org](mailto:sarmato@hermosabch.org)>; Councilmember Justin Massey <[jmassey@hermosabch.org](mailto:jmassey@hermosabch.org)>; Douglas Gardner <[dgardner@hbcsd.org](mailto:dgardner@hbcsd.org)>; Pat Escalante <[pescalante@hbcsd.org](mailto:pescalante@hbcsd.org)>; Terry Tao <[ttt@thetaofirm.com](mailto:ttt@thetaofirm.com)>; Leeanne Singleton <[lsingleton@hermosabch.org](mailto:lsingleton@hermosabch.org)>; Ann Yang <[anny@hermosabch.org](mailto:anny@hermosabch.org)>; Michelle Meraz <[mmeraz@hbcsd.org](mailto:mmeraz@hbcsd.org)>

**Subject:** Re: North School Neighborhood Traffic Management Plan RFP Posting and Next Steps

Hi all,



Thanks Suja for coordinating all of this info.

Leeanne- the other document that needs to be added to the list is the City letter of support of North School project to the Coastal Commission

Thanks, Maggie

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Maggie Bove-LaMonica, J.D.

Hermosa Beach City School District, Board Member  
[maggie4HBSchools@gmail.com](mailto:maggie4HBSchools@gmail.com) | [mbove-lamonica@hbcasd.org](mailto:mbove-lamonica@hbcasd.org)  
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On May 7, 2019, at 6:24 PM, Suja Lowenthal <[suja@hermosabch.org](mailto:suja@hermosabch.org)> wrote:

Hello MOU Team:

The Request for Proposals for the preparation of the Neighborhood Traffic Management Plan inviting consultants to submit proposals has been finalized and posted on the City website and will soon be posted School District website.

- <http://www.hermosabch.org/index.aspx?page=667>
- <https://www.hbcasd.org/District/28131-Bids-Proposals.html>

The RFP has also been shared with various bid/proposal clearinghouses and sent directly to a variety of transportation/traffic engineering firms. The schedule laid out in the RFP is as follows:

RFP posted	Tuesday May 7, 2019
Deadline to submit written questions	Friday May 17, 2019
Posting of responses to questions	Tuesday May 21, 2019
<b>Deadline to submit proposals</b>	<b>Tuesday May 28, 2019 - 5 PM PST</b>
Interviews (if needed)	Monday June 3, 2019
Tentative award	Week of June 10, 2019

In terms of Next Steps, we would like to get the team together for a meeting by phone or in person the **afternoon of May 20<sup>th</sup>** to review any questions submitted/proposed responses and discuss our approach to interviews. For the interviews, we identified the **date of Monday June 3<sup>rd</sup>** in the RFP so that we can turn around a recommendation for the June Council and School Board meetings the second week of June.

Once we award a contract and have a consultant on-board, I would recommend that we schedule regular monthly team meetings in addition to a kickoff meeting/site tour. It sounds as though Monday afternoons tend to be the preferred times, but we may need to wait to select a consultant before we firm that up and add it to everyone's calendar to ensure the time works for our consultant team as well.

In the next couple of weeks:

- Please let us know if 3 PM on Monday, May 20<sup>th</sup> works for you to participate in our next meeting either in person or by phone and we will get something added to everyone's calendars.
- Please also hold the day of June 3<sup>rd</sup> if you have interest in participating in the interview panel. We can discuss panel composition, questions, and format at our May 20 meeting.

Leeanne will be the staff point of contact coordinating efforts on behalf of the City.

Warmly,

**suja**

**suja lowenthal, DPD**

City Manager

(310) 318-0216

<image001.jpg>



# City of Hermosa Beach

Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

May 9, 2019

Eric Stevens, Coastal Program Analyst  
California Coastal Commission  
301 E. Ocean Blvd, Suite 300  
Long Beach, CA, 90802

## **RE: North Elementary School Project in the City of Hermosa Beach**

Dear Mr. Stevens,

The passage of the Measure S school bond in June 2016 by the voters of Hermosa Beach created the Measure S School Facilities Project, which calls for the reconstruction of North School, located at 417 25<sup>th</sup> Street and the revitalization and modernization of the School District's two current schools, Valley and View. Prior to the passage of Measure S, the Hermosa Beach City Council voted unanimously to support the bond measure and expressed support for the building of a school at the proposed location. The City of Hermosa Beach remains steadfast in that expression of support for the location and reconstruction of North School and our commitment to implementing our collective community vision to provide exceptional local schools to the Hermosa Beach community.

To comply with the California Environmental Quality Act (CEQA), the School District prepared an Environmental Impact Report (EIR) for the North School Reconstruction Project and took action to certify the Final EIR and approve the project on January 9, 2019. During the EIR process, the City submitted three formal comment letters to the School District for the Draft EIR, Recirculated Draft EIR, and the Final EIR prior to certification. While the comments provided by the City through these letters covered several topics, much of the focus was on how the drop-off and pick-up of students could potentially impact public services (police and fire response), transportation, and traffic circulation, as the District's EIR estimated that as many as 55 percent of the students at this school may be dropped off at locations other than the two designated zones on 25<sup>th</sup> Street and Myrtle Avenue.

The approved project does not require zoning approvals or building permits from the City of Hermosa Beach, but will require right-of-way permits for changes to the street, sidewalk, and public right of way adjacent to the school property.

With the likely alternative drop-off locations being on nearby City property at Valley Park, the City sought additional collaboration with the School District to refine and develop plans for the neighboring streets and public property to determine what improvements are needed for students to travel safely between those alternate locations and the school site.

Following certification of the Final EIR, the City and School District initiated discussions to formulate and approve a Memorandum of Understanding to address the refinement and development of plans for alternative drop-off locations. Fulfilling the commitments of the MOU will be accomplished primarily through the development and implementation of a Neighborhood Traffic





Management Plan (NTMP) that charts the path forward for developing solutions that will enhance public safety and traffic flow at North School without causing delays in the school's construction. The Neighborhood Traffic Management Plan is expected to be complete by March 31, 2020 as shown in the attached Request for Proposals.

The City and School District jointly released a Request for Proposals this week for transportation planning and traffic engineering services to develop the Neighborhood Traffic Management Plan for the area surrounding North School.

With this commitment and collaboration from the School District to safely manage transportation, traffic, and student loading and unloading activities, the City believes the concerns from our previous comment letters will likely be addressed through development and implementation of the Neighborhood Traffic Management Plan.

Enclosed is a copy of the Memorandum of Understanding between the City and the School District, as well as a copy of the Request for Proposals for the development of the Neighborhood Traffic Management Plan that should provide further details on the scope and schedule anticipated for the development of the Neighborhood Traffic Management Plan.

Should you have any questions, please contact our staff lead on coordination with the School District, Leeanne Singleton at [lsingleton@hermosabch.org](mailto:lsingleton@hermosabch.org) or 310.318.0252.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Suja'.

Suja Lowenthal  
City Manager, City of Hermosa Beach

**Attachments:**

- Memorandum of Understanding for the North Elementary School Project
- Request for Proposals for the Development of the Neighborhood Traffic Management Plan



## MEMORANDUM OF UNDERSTANDING NORTH ELEMENTARY SCHOOL PROJECT

This Memorandum of Understanding ("MOU") is entered into as of February 27, 2019 by and between the City of Hermosa Beach, a California municipal corporation ("City") and the Hermosa Beach City School District, a California Public School District ("District"), hereinafter collectively referred to as the "Parties" or, singularly, "Party."

### 1. RECITALS

1.1. On November 13, 2017, the District published the Draft Environmental Impact Report ("DEIR") for the North Elementary School Project ("School" or "Project"). On January 2, 2018, the City commented on the DEIR topics including transportation and traffic including student loading and unloading.

1.2. On April 30, 2018, in response to the City's comments, the District Board of Directors ("Board") voted to recirculate the DEIR (the "recirculated DEIR") with a revised traffic assessment.

1.3. On August 2, 2018, the District published the recirculated DEIR. On September 20, 2018, the City commented on the recirculated DEIR on topics including transportation, traffic, and student loading and unloading.

1.4. On December 26, 2018, the District published the Final Environmental Impact Report ("EIR") for the Project. On January 9, 2019, the City commented on the EIR on topics including transportation, traffic, and student loading and unloading.

1.5. On January 9, 2019, the Board certified the EIR, adopted Mitigation Measures and a Statement of Overriding Considerations, and approved the Project at a public hearing in which the Board considered the City's comments on transportation, traffic, and student loading and unloading.

1.6. On February 9, 2019, the parties entered into a Tolling Agreement tolling the statute of limitations for the City to challenge the EIR until February 28, 2019 to give the Parties time to negotiate a memorandum of understanding on managing transportation, traffic, and student loading and unloading related to the Project, including implementation of the Mitigation Measures, loading and unloading procedures, pedestrian and vehicle travel routes, potential additional offsite drop off locations, and cost sharing.

1.7. The Parties agree that this MOU shall not include discussions affecting the onsite footprint, size, and/or configuration of the Project (onsite parking, onsite loading or unloading, play areas, and/or other educational areas of the School; *provided*, however, that the Parties may discuss onsite parking and onsite loading or unloading, as appropriate, *after* the Project is approved by all relevant agencies of the State of

California to the extent any changes or improvements do not effect Design Immunity under Government Code Section 830.6 and do not effect Field Act approvals from the Division of State Architect ("DSA").)

**1.8.** The Parties agree that this MOU shall establish mutually agreed principles and commitments for resolving traffic and transportation topics raised by the City to advance the Parties' mutual desire to maximize the safety, efficiency, and equity of transportation and traffic related to the Project.

**1.9.** By this MOU, the Parties desire to work collaboratively and in good faith as community partners to accomplish important community goals.

**NOW, THEREFORE,** in consideration of the foregoing, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **2. DEFINITIONS**

**2.1 Anticipated School Enrollment.** The number of students enrolled to attend North Elementary School approximately 400.

**2.2 Maximum School Enrollment.** A number of students enrolled to attend North Elementary School not to exceed 510, as identified in the EIR.

**2.3 Neighborhood Traffic Management Plan ("NTMP")** means the plan described in and required under Mitigation Measure TRAF-5(d) and is generally described as an iterative plan to identify operational traffic concerns on adjacent streets resulting from the Project (limited to the geographic areas described for study in Recirculated DEIR Section 5.12.1) and ways to manage them accordingly. The purpose of the plan is to improve pedestrian, bicycle and vehicular safety; enhance quality of life for surrounding land uses caused by speeding vehicles and careless drivers and help the District and City prioritize limited resources.

**2.4 Recommended Vehicle Travel Routes Map ("Travel Routes")** means a map described in and required under Mitigation Measure TRAF-5(b) and is generally described as a map of vehicle travel routes to school that limits two-way travel on streets in the immediate vicinity of North Elementary School and is distributed to students and parents and available on the District's website.

**2.5 Pedestrian School Route Plan ("Pedestrian Routes")** means a map described in and required under Mitigation Measure TRAF-5(a) and is generally described as guidance on the preferred travel routes and locations of cross-streets based on the existing and proposed traffic control devices to provide guidance on pedestrian and bicycle safety.

**2.6 Transportation Management Program ("Transportation Program")** means the program described in and required under Mitigation Measure TRAF-1 and is generally described as a program to emphasize use, awareness and safety of public transit, ride sharing, walking and bicycling to North Elementary School. The program shall consider bus service and a walking school bus program and provide information on availability and benefits of various travel modes for faculty/staff, students and parents and offer incentives for faculty/staff using public transit or carpools.

### **3. TERMS AND CONDITIONS**

**3.1. Term.** This MOU shall commence upon execution by both Parties and remain in effect until the Parties' obligations as set forth herein are completed.

**3.2. Good Faith Negotiations.** The Parties shall negotiate in good faith regarding the topics in this MOU.

**3.3. Binding Contract; Warranties and Representations.** This MOU creates binding contractual obligations and commits the Parties to courses of action regarding the preparation and implementation of the plans and measures addressed herein, which commitments are enforceable pursuant to the provisions of this MOU. The Parties warrant and represent to each other that their respective undersigned representative has full, complete, and duly obtained authority to execute this MOU. The Parties further warrant and represent to each other that they have negotiated this MOU through their respective counsel and voluntarily execute it after consulting with counsel of their choice.

**3.4. Transportation Planning/Traffic Engineer.** The Parties shall jointly retain, and each pay fifty (50) percent of the cost of a mutually agreeable transportation planner, traffic engineer, or other third-party expert to assist with and/or manage the preparation of the plans and measures (as limited to the geographic areas described for study in Recirculated DEIR Section 5.12.1) (other intersections are outside the scope of this agreement.) The Parties shall mutually agree upon the scope of work for the Request for Proposals to hire the abovementioned consultant(s). The Parties will release the Request for Proposals and the City Council and Board shall mutually agree on selection of consultant(s). The Parties shall jointly serve as Lead Agency for purposes of managing the administration of contract with the consultant(s) and the consultant shall separately invoice both parties equally for services rendered. The Substance of the consultant(s)' work product shall be mutually agreed upon by the Parties. Each Party shall designate at least one representative to serve on a joint project team responsible for administering the consultant(s)' contract and managing the consultant(s).

**3.5. Data Collection and Analysis.** The Parties shall collaborate on collecting and evaluating relevant data including, as appropriate: Speed surveys, traffic volume counts, reported accidents, bicycle routes, pedestrian activity, impacts on neighboring streets, and suitable offsite student loading and unloading locations.

**3.6. Submission for Grants or Funding.** City and District shall work in good faith to submit projects or recommendations from the NTMP to Safe Routes to School funding or other grant opportunities that may be available. Any costs, deadlines, or consultants needed to support preparation of grant applications will be agreed to between the Parties. Any grant funds will be shared pursuant to the cost sharing data set forth in paragraph 3.4 and 3.12.

**3.7. Mitigation Measures.** The Mitigation Measures adopted by the Board in the EIR shall be implemented in accordance with the following terms:

**3.7.1. TRAF-2 (Staggered Bell Schedule).** Mitigation Measure TRAF-2 provides for a 30-minute staggered bell schedule for the Project, unless infeasible, in which case a 15-minute (or other “smaller, more practical”) staggered bell schedule shall be implemented. TRAF-2 recognizes that the “staggered schedule would separate arrival and departure times for the two grade levels and reduce peak traffic surge by approximately 50 percent.” Understanding peak traffic surge is essential to the Parties’ decision-making under this MOU. The District shall therefore determine the bell schedule to be implemented under TRAF-2 by October 1, 2019.

**3.7.2. TRAF-1 & TRAF-5 (Certain Program, Plans, and Maps).** Mitigation Measures TRAF-1 and TRAF-5 provide that the District and/or the Parties shall prepare and implement the following:

- Neighborhood Traffic Management Plan (“NTMP”);
- Recommended Vehicle Travel Routes Map (“Travel Routes”) and Pedestrian School Route Plan (“Pedestrian Routes”); and
- Transportation Management Program (“Transportation Program”).

The Parties shall use the opportunity of the Transportation Program, NTMP, Travel Routes, and Pedestrian Routes to gather and evaluate traffic data and develop and implement appropriate measures to manage transportation and traffic associated with the Project, which measures are expected to include jointly funded capital projects to facilitate and address offsite student loading and unloading, as provided for under Section 3.7 of this MOU.

To provide for the timely implementation of the measures prescribed by the NTMP, Travel Routes, Pedestrian Routes, and Transportation Program, the Parties shall prepare these documents according to the following schedule:

NTMP	March 31, 2020
Travel Routes	March 31, 2020
Pedestrian Routes	March 31, 2020
Transportation Program	August 31, 2020

The NTMP, Travel Routes, Pedestrian Routes, and Transportation Program shall account for and incorporate, as appropriate, the following components:



**3.7.2.1.** Staggered bell schedule (if applicable);

**3.7.2.2.** Student loading and unloading plans; and

**3.7.2.3.** Adaptive management that responds to circumstances arising from transportation and traffic data, varying levels of enrollment and differing grade levels for Anticipated School Enrollment and Maximum School Enrollment, and evaluation of emergency access to the Project and surrounding area, including:

- Performance metrics;
- Traffic volume thresholds;
- LOS thresholds; and
- Technology to monitor and warrant the implementation of additional management measures.
- As explained in TRAF-5(d), the NTMP shall include additional ways to manage traffic safety and vehicle queueing and stacking at problem areas to address operation traffic safety hazards that remain after implementation of all requirements in Mitigation Measure TRAF-5.

The preparation of the Transportation Program, NTMP, Travel Routes, and Pedestrian Routes shall include and incorporate:

**3.7.2.4. Community Involvement.** The Parties shall form a stakeholder group which will jointly hold at least two (2) community meetings to share information and gather public input on relevant topics including peak traffic surge, speed, safety, sight distance, anticipated and proposed student loading and unloading locations, and parent and resident concerns that might deter walking and biking to school or use of certain routes to/from the Project.

**3.7.2.5. Management Measure Identification and Prioritization.** The Parties shall review public input and data to inform the preparation of the Transportation Program, NTMP, Travel Routes, and Pedestrian Routes. The Transportation Program, NTMP, Travel Routes, and Pedestrian Routes shall be refined with public input and the input of the City-School Compact prior to submittal for approval of City commissions, City Council, and the Board. Potential criteria for evaluating and prioritizing management measures includes the following:

- Effect on student safety;
- Effect on emergency response;
- Cost-effectiveness;
- Ease of implementation;
- Effects on non-Project transportation and traffic;
- Speed to implement; and
- Permanency of solution.

**3.7.2.6. Board, City Council, and Commission Review and Approvals.** The initial development of the Transportation Program, Travel Routes, and Pedestrian Routes shall be reviewed by the City, and approved by the Board. The initial development of the NTMP, and any subsequent revisions, shall be approved by the City Council, all appropriate City commissions, and the Board. Subsequent revisions to the Transportation Program, Traffic Map, and Pedestrian Plan are not subject to review or approval by the City or Board, unless they would require revisions to the Neighborhood Traffic Management Plan.

**3.8. Capital Projects and Other Measures.** The NTMP shall include, and the Transportation Program, NTMP, Travel Routes, and Pedestrian Routes may include, as appropriate, capital projects and other physical measures to facilitate and address offsite student loading and unloading that shall be joint funded consistent with the Cost Sharing provision of this MOU. Such capital projects may include improvements to Valley Park and other City and/or District real property and other measures may include, but are not limited to:

- Painting curbs red;
- Installing additional traffic control improvements, off-site loading areas, and crossing guards, if needed.
- Installing additional stop or yield signs to restrict turning movements during peak traffic periods.
- Restricting more on-street parking during peak traffic periods.
- Widening the passenger loading zone on Myrtle.

**3.9. Project Implementation.** Upon approval of the Transportation Program, NTMP, Travel Routes, and Pedestrian Routes pursuant to Section 3.7.2.6 of this MOU, all capital projects and other expenses prescribed therein shall be included in the Parties' respective budgets consistent with the cost-sharing provisions of this MOU.

If a Party does not have sufficient funds available, the Party shall develop a plan that identifies the timeline for funding its portion of the capital projects and all other costs prescribed in the Transportation Program, NTMP, Travel Routes, and Pedestrian Routes.

**3.10. Ongoing Monitoring and Re-Evaluation.** The Parties shall establish a schedule for monitoring and periodic review of the measures prescribed in this MOU, including periodic assessment of performance metrics, thresholds, technology, and data used to identify necessary changes to the Transportation Program, NTMP, Travel Routes, and Pedestrian Routes. Metrics to be used to identify such changes shall include surveys and monitoring to determine how students get to and from the Project, length and duration of queues at student loading and unloading locations, and levels of service ("LOS") at roadways and intersections surrounding the Project.

**3.11. Unforeseen Circumstances.** The Parties agree to work together in good faith. However, should the Parties not reach agreement or implementation not meet the timelines set forth in this MOU, either Party may notify the other Party of unforeseen circumstances that justify an extension. The first extension is automatic upon such

notification and shall result in a thirty (30) day extension in time. All additional extensions shall be subject to mutual agreement of the Parties.

**3.12. Cost Sharing.** The parties agree to share costs to carry out the provisions of this MOU as follows:

- **Initial Development and Future Updates to NTMP:** The City and District will evenly share the cost of preparing the NTMP (as limited to the geographic areas described for study in Recirculated DEIR Section 5.12.1), each paying 50 percent of the cost of plan development and any future update(s) (as explained in Section 3.4 above);
- **School Site and Adjacent Right-Of-Way Improvements:** The District will contract the construction of and pay for 100% of the School site access improvements and any right-of-way improvements adjacent to the School property, including those specific items identified in Mitigation Measure TRAF-3, TRAF-4 and to the extent required under TRAF-5. These proposed changes are to be submitted by the District, to the Hermosa Beach Public Works Department, for review and issuance of permits to construct. Permits are subject to any established permitting fees set forth in the City's Master fee schedule.
- **NTMP Projects and Infrastructure Upgrades:** Any costs associated with the recommendations of the NTMP that entail construction of physical improvements or implementation of traffic control devices will be assigned a proportional cost to the District relative to the LOS impact or increased volume of traffic that would otherwise be generated by the Project.
- **On-Going Operational Costs:** Requests for operational support with on-going personnel costs, such as the use of additional crossing guards or traffic control officers to mitigate traffic conditions, will be considered by the City Council upon request of the Board and may require an update to the NTMP (triggering cost sharing as noted above). To the extent traffic control devices or fixtures may be able to provide similar traffic relief, these devices shall be prioritized and may require an update to the NTMP (triggering cost sharing as noted above).

**3.13. Dispute Resolution.** Except as otherwise provided herein, all disputes arising under this MOU shall be resolved as follows:

**3.13.1. Continuing Obligation.** Each Party shall continue to perform its obligations under this MOU pending final resolution of any dispute arising out of or relating to this MOU.

**3.13.2. Confidentiality.** All negotiations, mediation, and arbitration conducted pursuant to this Section 3.13. shall be confidential compromise and settlement negotiations, to which Evidence Code section 1152 shall apply.

**3.13.3. Good Faith Negotiation.** The Parties shall attempt in good faith to promptly resolve any dispute arising out of or relating to this MOU by negotiations between the Parties' authorized representatives. Notice of a dispute between the Parties shall be provided by written notice. Within twenty (20) days after delivery of

such notice, the Parties' authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute.

**3.13.4. Mediation.** If the Parties do not resolve the dispute through good faith negotiation within ninety (90) days of the notice, any party may initiate mediation. The mediation shall be facilitated by a mediator acceptable to both parties or randomly selected pursuant to the rules of JAMS or Judicate West, which firm shall be selected as agreed by the Parties or, if the Parties do not agree, by the Party noticing the dispute. The mediation shall be structured to minimize time and expense and shall conclude within sixty (60) days of its commencement, unless the Parties agree to extend the mediation. The Parties shall each pay fifty (50) percent of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that each party shall bear its own legal fees and expenses.

**3.13.5. Arbitration.** If a dispute is not resolved through mediation, the dispute shall be resolved through binding arbitration. Arbitration shall be structured to minimize costs and delay pursuant to the following terms:

**3.13.5.1. Single Arbiter; Selection.** The arbitration shall be held before a single mutually agreed arbiter, if the Parties agree upon an arbiter. If the Parties do not agree upon an arbiter, a single arbiter shall be randomly selected pursuant to the rules of JAMS or Judicate West, which firm shall be selected by agreement of the Parties or, if the Parties do not agree, by the Party noticing the dispute. Code of Civil Procedure sections 1281.9 and 1281.91 shall apply to the selection of the arbiter.

**3.13.5.2. Subject Matter Jurisdiction.** All disputes about whether the arbiter has subject matter jurisdiction to adjudicate controversies, disputes, or claims arising out of this MOU shall be decided by the arbiter unless the rules and procedures of JAMS or Judicate West, as applicable, provide otherwise. In the event such rules and procedures conflict with the California Arbitration Act, Code of Civil Procedure Section 1280, et seq., the California Arbitration Act shall govern, except that the arbiter shall decide all issues of arbitrability and shall apply California substantive law.

**3.13.5.3. Relief Available.** Either Party may seek a preliminary injunction or other provisional remedy, in addition to any other remedy it may seek, if the Party deems such relief necessary to avoid irreparable damage or to preserve the status quo.

**3.13.5.4. Technical Assistance.** If the arbiter desires the assistance of a technical expert to aid in deciding the dispute, the technical expert shall be chosen by agreement of the Parties or, absent such agreement, by the arbiter, subject to the Parties' right to disqualify the expert for conflict of interest.



**3.13.5.5. Presentation; Time Limits.** Unless otherwise ordered by the arbitrator, each arbitrating Party's presentation at the arbitration hearing shall be limited to seven (7) hours, and the hearing shall be no longer than three (3) business days.

**3.13.5.6. Decision.** The arbitration decision shall be rendered no later than thirty (30) days after the final arbitration hearing and, unless the arbiter commits errors of law or legal reasoning, in which case the decision may be vacated or corrected on appeal to a court of competent jurisdiction, the arbitration decision shall be judicially enforceable, non-appealable and binding, and shall have the same preclusive effect as a final judgment by a court of competent jurisdiction with respect to all pending or subsequent disputes arising out of or relating to this MOU.

**3.13.6. Judicial Appeal.** If a Party contends the arbiter committed errors of law or legal reasoning in the decision rendered pursuant to section 3.13.5.6. of this MOU, the Party may apply to vacate or correct the decision on appeal to a court of competent jurisdiction with venue in Los Angeles County.

**3.13.7. Judicial Enforcement.** If a Party contends the other Party has not complied with an arbitration decision rendered pursuant to section 3.13.5.6. of this MOU, the Party may apply to enforce the decision by appropriate motion to a court of competent jurisdiction with venue in Los Angeles County

**3.14. Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of California, applied without regard to its laws applicable to choice of law or conflicts of law.

**3.15. MOU Not Confidential.** Notwithstanding any prior confidentiality agreements between the Parties, neither this MOU, nor any of its terms or conditions, shall be deemed confidential, nor shall this MOU, or any of its terms or conditions, be deemed to be covered by any mediation-related privilege or provision.

**3.16. Entire Agreement.** This MOU shall constitute the entire agreement between the Parties with respect to the subject matter of this MOU and shall supersede and replace any previous agreements and understandings between or among the Parties, whether written or oral, with respect to the subject matter of this MOU; *provided, however,* that any prior confidentiality agreements between the Parties shall remain in full force and effect, except as otherwise provided in Section 3.14. above. This MOU represents the final agreement between the Parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties.

**3.17. No Waiver.** The provisions of this MOU may not be changed, discharged, terminated, altered or waived orally, but only by an instrument in writing signed by the Parties. The failure of any Party to enforce its rights under this MOU on

any occasion shall not operate as or be deemed to be a waiver of any future enforcement or exercise of such rights.

**3.18. No Construction Against Drafters.** No provisions of this MOU shall be construed against or interpreted to the disadvantage of any of the Parties by any mediator, arbiter, court, or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, or imposed such provisions.

**3.19. No Representative Relationship.** Nothing in this MOU shall be deemed to create a partnership, joint venture, or principal and agent relationship among the Parties. Nothing in this MOU shall limit or restrict the ability of any Party, at its own expense and on its own behalf, to assert a claim, commence litigation, or other legal proceeding, or negotiate to settle any claims against any non-Parties.

**3.20. Expenses.** Except as otherwise provided in this MOU, each Party shall pay its own fees and expenses (including, without limitation, those of its legal advisors) related to the negotiation, preparation, execution, and delivery of this MOU and the implementation of same.

**3.21. Notices.** All notices, requests, and other communications permitted or required by this MOU shall be in writing and shall be deemed to have been duly given if (a) by personal delivery, (b) by email with a read receipt to the Parties at the following addresses, (c) mailed certified mail, return receipt requested (in which case such notice, request or communication shall be deemed to have been given three (3) business days after mailing), or (d) by overnight courier (in which case such notice, request or communication shall be deemed to have been given two (2) business days after sending):

If to the City:

City Manager  
City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach, CA90254  
*suja@hermosabch.org*

With a copy to:

City Attorney  
City of Hermosa Beach  
Best, Best, & Krieger LLP  
1230 Rosecrans Avenue, Suite 110  
Manhattan Beach, CA 90266  
*michael.jenkins@bbklaw.com*

If to the District:

Superintendent  
Hermosa Beach City School District  
1645 Valley Drive  
Hermosa Beach, CA 90254  
*pescalante@hbcsd.org*

With a copy to:

School District Attorney  
Terry Tao  
The Tao Firm  
921 N. Harbor Blvd., Suite 408  
La Habra, CA 90631  
(714) 761-3007 ext. 701

**3.22. Multiple Counterparts.** This MOU may be executed in multiple counterparts, including facsimile or email copies of signature pages, each of which shall be deemed an original, but all of which constitute the same MOU.

**3.23. Enforced Delay/Force Majeure.**

**3.23.1.** In addition to specific provisions of this Agreement, performance by any Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, litigation (including without limitation, third party legal challenges to the Project), governmental restrictions imposed or mandated by governmental entities, enactment of conflicting state or federal laws or regulations (but only if the Party claiming delay complies at all times with provisions of this Agreement pertaining to such conflicting laws), delays due to the enforcement of environmental regulations, litigation brought by third parties, or similar bases for excused performance.

**3.23.2.** An extension of time for any such cause (a "Force Majeure Delay") shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of knowledge of the commencement of the cause. Notwithstanding the foregoing, none of the foregoing events shall constitute a Force Majeure Delay unless and until the Party claiming such delay and interference delivers to the other Party written notice describing the event, its cause, when and how such Party obtained knowledge, the date the event commenced, and the estimated delay resulting therefrom. Any Party claiming a Force Majeure Delay shall deliver such written notice within thirty (30) days after it obtains actual knowledge of the event.

Notwithstanding the first sentence of paragraph (3.23.2), above, the following shall apply: (i) a Party shall be entitled to a Force Majeure Delay for a period longer than the period of enforced delay if the City Council or Board of the other Party determines that such longer period is reasonably required; and (ii) a Party shall be entitled to a Force

Majeure Delay notwithstanding the fact that they may not have given timely notice, if the City Council or Board determines that such Force Majeure Delay is reasonably required.

A Force Majeure Delay shall not include the existence of any difficult or adverse market or economic conditions.

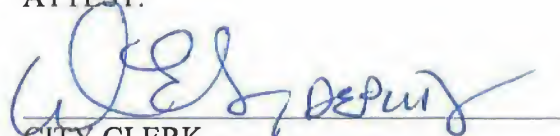
**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding as of the date and year first written above.

Dated: Feb. 27, 2019

CITY OF HERMOSA BEACH

By:   
STACEY ARMATO,  
MAYOR

ATTEST:

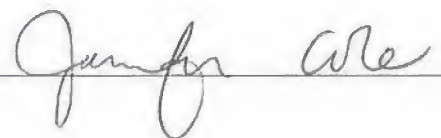
  
CITY CLERK

HERMOSA BEACH CITY SCHOOL  
DISTRICT

Dated: Feb. 27, 2019

By:   
DOUGLAS GARDNER,  
PRESIDENT

ATTEST:

  
\_\_\_\_\_



# City of Hermosa Beach & Hermosa Beach City School District

May 7, 2019

## REQUEST FOR PROPOSALS (RFP) FOR:

Neighborhood Traffic Management Plan for the North Elementary School Project  
Jointly Issued by the City of Hermosa Beach and Hermosa Beach City School District

**NOTICE IS HEREBY GIVEN** that the City of Hermosa Beach and the Hermosa Beach City School District are seeking proposals from qualified individuals or firms to prepare a Neighborhood Traffic Management Plan for the North Elementary School Project. Proposer(s) must have the expertise, experience and demonstrated resources available to perform the work described in the RFP. The complete RFP may be found on the City's website at the following location: <http://www.hermosabch.org/index.aspx?page=667> or the School District's website at: <https://www.hbcasd.org/District/28131-Bids-Proposals.html>.

## Description of Project

The City of Hermosa Beach and the Hermosa Beach City School District are seeking proposals from qualified firms to prepare a Neighborhood Traffic Management Plan for the neighborhood surrounding North Elementary School. In June 2016 the voters of Hermosa Beach passed Measure S and the Hermosa Beach City School District created the Measure S School Facilities Program which calls for the reconstruction of North School and the revitalization/modernization of the School District's two current schools. The project involves construction of a two-story classroom and administration building (main building) along 25th Street in Hermosa Beach. These facilities are designed to accommodate a maximum enrollment of 510 students, though 300-400 students is the anticipated enrollment, and will accommodate the District's third and fourth-grade students. Additionally, a multipurpose building along 26th Street, a parking lot with 41 stalls in the western portion of the site, play areas in the eastern portion of the site, and associated improvements, including an on-street passenger loading area on 25th Street.

Pursuant to the Environmental Impact Report for the project and a Memorandum of Understanding between the City and the School District, the parties are jointly engaging in the preparation of a Neighborhood Traffic Management Plan (NTMP). The NTMP is intended to serve as an iterative plan to identify operational traffic concerns on adjacent streets resulting from the Project and ways to manage them accordingly. This RFP is for the preparation of that plan.

## RFP Timeline

RFP posted	Tuesday May 7, 2019
Deadline to submit written questions	Friday May 17, 2019
Posting of responses to questions	Tuesday May 21, 2019
<b>Deadline to submit proposals</b>	<b>Tuesday May 28, 2019 - 5 PM PST</b>
Interviews (if needed)	Monday June 3, 2019
Tentative award	Week of June 10, 2019

## Submittal Procedures

No proposals will be accepted after the listed date and time. All proposals must be clearly marked with the project title and RFP number and submitted in a sealed envelope. Failure to identify the proposal on the envelope may result in disqualification of the proposal. The format, content, and procedures for submitting a proposal are provided in further detail within the RFP.

## Contact

This proposal and project will be jointly managed by the City of Hermosa Beach and Hermosa Beach City School District. Please direct any inquiries regarding this RFP to Leeanne Singleton at [lsingleton@hermosabch.org](mailto:lsingleton@hermosabch.org) AND Pat Escalante at [pescalante@hbcasd.org](mailto:pescalante@hbcasd.org). All questions regarding the content of the proposal should be submitted in writing to the listed email addresses and sent no later than the date and time listed in the RFP Timeline. Responses to questions will be distributed to registered bid holders and posted to the City and District websites.



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# 1 Introduction

## 1.1 Invitation for Proposals

The City of Hermosa Beach and the Hermosa Beach City School District are seeking proposals from qualified individuals or firms to prepare a Neighborhood Traffic Management Plan for the North Elementary School Project. Proposer(s) must have the expertise, experience and demonstrate resources available to perform the work described in the RFP.

## 1.2 RFP Timeline

RFP posted	Tuesday May 7, 2019
Deadline to submit written questions	Friday May 17, 2019
Posting of responses to questions	Tuesday May 21, 2019
<b>Deadline to submit proposals</b>	<b>Tuesday May 28, 2019 - 5 PM PST</b>
Interviews (if needed)	Monday June 3, 2019
Tentative award	Week of June 10, 2019

## 1.3 General RFP Conditions

The following instructions and conditions apply to this RFP:

### *Pre-Contractual Expenses*

The City of Hermosa Beach and Hermosa Beach City School District shall not, in any event, be liable for any pre-contractual expenses incurred by any consultant. In addition, no consultant shall include any such expenses as part of the price proposed. Pre-contractual expenses are defined as expenses incurred by bidders in:

- Preparing a proposal in response to this RFP.
- Submitting that proposal.
- Negotiating any matter related to this RFP, proposal, and/or contractual agreement.
- Any other expenses incurred by the consultant prior to the date of an executed contract.

### *Authority to Withdraw RFP and/or Not Award Contract*

The City and School District reserve the right to withdraw this RFP at any time for any reason without prior notice. Further, the City and School District make no representations that any agreement will be awarded to any consultant responding to this RFP. The City and School District expressly reserve the right to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s). The release of this RFP does not obligate or compel the City or School District to enter into a contract or agreement.

### *Authority to Revise RFP and Request Additional Information*

The City and School District reserve the rights to amend the RFP at any time, to determine the successful respondent(s), and to reject any or all Proposals or their components. Should it be necessary to issue addendums to this RFP during the proposal period, the known holders of this RFP will be notified and addendums posted to the City and School District websites. Proposals shall acknowledge that the consultant is aware of all addendums which have been issued and has incorporated their provisions in their proposal by completing the Certification of Proposal Form. The City and School District reserve the right, to request additional information or clarifications from consultants where it may serve their best interest.

*Other Conditions*

- **ADDITIONAL SERVICES.** The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations.
- **AUTHORIZED SIGNATURES.** Every proposal must be signed by the person or persons legally authorized to bind the consultant to a contract for the execution of the work. Upon request, any agent submitting a proposal on behalf of a consultant shall provide a current power of attorney certifying the agent's authority to bind the consultant.
- **AWARD OF PROPOSAL.** City and School District reserve the right to negotiate final terms with the selected consultant, if any. Award may be made to the consultant offering the most advantageous proposal after consideration of all criteria.
- **COMPLIANCE WITH LAWS.** All proposals shall comply with current federal, state, and other laws relative thereto.
- **CONFLICT OF INTEREST.** By signing the Certification of Proposal, the consultant declares and warrants that no elected or appointed official, officer or employee of the City or School District have been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposals, consultant declares and warrants that no elected or appointed official, officer or employee of the City or School District, during the term of his/her service shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
- **DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the consultants, the City and School District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any consultant is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a consultant is interested. Consultants shall submit as part of their Proposal documents the completed Non-Collusion Affidavit.
- **EXAMINATION OF DOCUMENTS.** It is the responsibility of the consultant to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, and addendums (if any). Consultants shall satisfy themselves as to the character, quantity, and quality of work to be performed and materials, labor, supervision necessary to perform the work as specified by these documents. The failure or neglect of the consultant to examine documents shall in no way relieve the consultant from any obligations with respect to the solicitation for and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City and School District may rely that the consultant has thoroughly examined and is familiar with the RFP documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.
- **INTERPRETATION OF RFP DOCUMENTS.** City and School District reserve the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, the person may submit a written request for an interpretation or correction. Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to, the scope of work, can be made only by written addendum issued. Proposers shall submit all questions in writing



## City of Hermosa Beach & Hermosa Beach City School District

to the contact listed in the announcement. Proposers may not contact any other staff members with questions. The requesting party is responsible for prompt delivery of any requests. When interpretations are considered necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be sent as promptly as is practical to all parties recorded as having received RFP documents. All such addenda shall become a part of the RFP document. It is the responsibility of each consultant to ensure their correct business name, mailing address and e-mail address are on file. Any prospective consultants who obtained a set of RFP documents are responsible for advising the City and School District that they have a set of RFP documents and wish to receive subsequent Addendums.

- **IRREGULARITIES.** City and School District reserve the right to waive non-material irregularities if such would be in the best interest as determined by the City Manager and School District Superintendent.
- **NON-DISCRIMINATION.** Consultant represents and warrants that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related condition, political affiliation or opinion, age or medical condition.
- **NON-EXCLUSIVE.** Should the City and School District make an award, the successful consultant will enter into a NON-EXCLUSIVE professional services agreement and the City and School District reserve the right to enter into agreements with other firms.
- **OFFERS OF MORE THAN ONE PRICE.** Consultants are NOT allowed to submit more than one proposal.
- **OWNERSHIP.** All data, documents and other products used or developed during the RFP process become the property of the City and School District upon submission. All bid proposals and documents submitted in response to this RFP shall become the property of the City and School District and a matter of public record pursuant to Government Code sections 6250 et seq. Proposals should not be marked as confidential or proprietary, and the City and the School District may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record. It is the responsibility of each bidder to clearly identify any and all information contained within its bid proposal that it considers to be confidential and/or proprietary. To the extent that the City and School District agree with that designation, such information will be held in confidence whenever possible and if in compliance with the California Public Records Act and any other applicable law. All other information will be considered public.
- **PROFESSIONAL SERVICES AGREEMENT.** Prior to awarding any work, the selected Consultant will be required to execute a professional services agreement with the City and School District. Any proposed change to the agreement shall be identified in the response to the Request for Proposals (RFP) and shall be subject to the approval of the City and School District. The City and School District require the Consultant to obtain and maintain a policy of professional liability and other insurance as indicated in the agreement.
- **NO PUBLIC BID PROPOSAL OPENING/PUBLIC RECORDS ACT.** Bid proposals shall be opened and its contents secured by staff to prevent disclosure during the evaluative process and the process of negotiating with competing consultants. Adequate precautions shall be taken to treat each consultant fairly and to insure that information gleaned from competing proposals is not disclosed to other Consultants. Prices and other information concerning the proposals shall not be disclosed until a recommendation for award is made to the awarding authorities.



## City of Hermosa Beach & Hermosa Beach City School District

- **PUBLIC RECORD.** All proposals submitted in response to this RFP will become the property of the City and School District upon submittal and a matter of public record pursuant to applicable law.
- **REPRESENTATIONS.** Consultant understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City and School District in evaluation of the proposal. Consultant misrepresentation shall be treated as fraudulent concealment from the City and the School District of the facts relating to the proposal.
- **SEVERABILITY.** If any provisions or portion of any provision of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.
- **SUBCONTRACTOR INFORMATION.** If the proposal includes the use of sub consultants, consultant must identify specific sub consultants and the specific requirements of this RFP for which each proposed sub consultant would perform services. If a sub consultant for work services to be performed exceeds \$25,000 the sub consultant must contain all required provisions of the prime contract.
- **VALIDITY.** Proposal must be valid for a period of 90 days from the due date.
- **WITHDRAWAL OF PROPOSAL.** Consultants' authorized representative may withdraw Proposals only by written request before the Proposal Submittal Deadline.

## 2 Project Description

### 2.1 Characteristics and Project Location

The City of Hermosa Beach is located within the southwestern coastal portion of Los Angeles County in what is commonly referred to locally as the "South Bay" area. The City is bounded on the north by the City of Manhattan Beach, on the south by the City of Redondo Beach, on the east by the City of Redondo Beach and the City of Manhattan Beach, and on the west by the Pacific Ocean. The city limits for Hermosa Beach encompass a relatively small land area, approximately 1.4 square miles.

In June 2016 the voters of Hermosa Beach passed Measure S and the Hermosa Beach City School District created the Measure S School Facilities Program which calls for the reconstruction of North School and the revitalization/modernization of the School District's two current schools.

North Elementary School is located at 417 25th Street in the northern part of Hermosa Beach, north of 25th Street, east of Myrtle Avenue, south of 26th Street, and west of Valley Park. Morningside Drive dead-ends at the southeast edge of the site and picks up north of the site at the intersection of 26th Street. The streets directly adjacent to the school are narrow residential streets and the nearest arterial streets are Gould Avenue to the north and Valley Drive to the east.

The project involves construction of a two-story classroom and administration building (main building) along 25th Street. These facilities are designed to accommodate a maximum enrollment of 510 students, though 300-400 students is the anticipated enrollment, and will accommodate the District's third and fourth-grade students. Additionally, a multipurpose building along 26th Street, a parking lot with 41 stalls in the western portion of the site, play areas in the eastern portion of the site, and associated improvements, including an on-street passenger loading area on 25th Street. Vehicular access to the site would be from 25th and 26th

## City of Hermosa Beach & Hermosa Beach City School District

streets; pedestrian access would be from four access points: 25th Street with direct access from the proposed passenger loading area on 25th Street, 26th Street at the eastern perimeter of the parking lot with direct access from the proposed passenger loading area on Myrtle Avenue, 26th Street at the intersection of Morningside Drive, and end of the cul-de-sac on 26th Street in the southeast portion of the campus.

To comply with the California Environmental Quality Act (CEQA), the School District prepared an Environmental Impact Report (EIR) for the North School Reconstruction Project and took action to certify the Final EIR and approve the project on January 9, 2019. Following the certification of the EIR, the City and School District entered into a Memorandum of Understanding demonstrating the commitment to work together collaboratively to safely manage transportation, traffic, and student loading and unloading activities, primarily through the development and implementation of a Neighborhood Traffic Management Plan (NTMP).

As articulated in the MOU and as required under Mitigation Measure TRAF-5(d) in the Final EIR, the NTMP is intended to serve as an iterative plan to identify operational traffic concerns on adjacent streets resulting from the Project and ways to manage them accordingly. The MOU describes a process where the City and School District mutually agree on the scope of work to be contained within a request for proposals to jointly hire the traffic engineer, transportation planner, and/or third-party expertise needed to manage the preparation of the NTMP.

## 2.2 Project Goals & Study Boundary

The City of Hermosa Beach and the Hermosa Beach City School District are seeking proposals from qualified firms to prepare a Neighborhood Traffic Management Plan for the neighborhood surrounding North Elementary School that achieves the following goals:

- Identifies solutions that will enhance public safety and traffic flow at North School without causing delays in the school's construction, which may include additional offsite loading and unloading zones on public property.
- Maximizes the efficient use of limited funds of the City and School District and leverages outside funding opportunities.
- Utilizes a collaborative process to incorporate City, School District, and community input on the design and operation of transportation facilities and traffic concerns.
- Complies with the conditions set forth in the MOU and the Mitigation Monitoring and Reporting Program for the North School EIR.
- Can be completed by March 31, 2020, including adoption of plan by both the School Board and City Council.

The project study area is limited to the street segments and intersections within the geographic area studied within the project EIR.



# City of Hermosa Beach & Hermosa Beach City School District



Map of Neighborhood Traffic Management Plan Study Area

## City of Hermosa Beach & Hermosa Beach City School District

### 2.3 Relevant Plans, Policies, Programs, or Projects

Proposers should review and consider the work already completed or underway in the development of approach, budget, and schedule. The following links are provided for your convenience:

- [North School Project Environmental Impact Report](#), certified January 2019
- [Hermosa Beach City-School District Memorandum of Understanding](#), signed February 2019
- [PLAN Hermosa, the City's Comprehensive General Plan and Local Coastal Program](#), adopted August 2017
- [PLAN Hermosa Environmental Impact Report](#), certified August 2017
- [South Bay Bicycle Master Plan - Hermosa Beach Chapter](#), adopted August 2011
- [Hermosa Beach 2018/19 Capital Improvement Program](#), adopted June 2018
- [City of Hermosa Beach Engineering and Traffic Speed Survey](#), adopted August 2016
- [Pavement Management Plan](#), adopted October 2017

### 2.4 Proposed Scope of Work

The development of the Neighborhood Traffic Management Plan should consist of the following components or steps. The proposer's Approach to the Scope of Work, Deliverables, Budget, and Schedule should incorporate these items as well as any community engagement efforts that are expected to occur.

The City is looking for creativity from proposers to provide, manage, and oversee an approach that will result in the efficient and effective development or provision of services. The City is therefore open to proposers identifying a different organization of tasks, or recommending the addition or removal of tasks, so long as the project objectives are met, and the rationale for additions or removal are clearly articulated.

#### 1. Project Management & Administration

- Kick-Off Meeting & Study Area Tour*
- Monthly Progress Meetings*
- Project Invoicing & Reporting*

#### 2. Community Engagement

The City and School District have committed to jointly hold at least two (2) community meetings and the formation of a stakeholder group to share information and gather public input on relevant topics including peak traffic surge, speed, safety, sight distance, anticipated and proposed student loading and unloading locations, and parent and resident concerns that might deter walking and biking to school or use of certain routes to/from the Project. Consultant must provide an individual or team with demonstrated expertise and qualifications to facilitate and manage the community engagement process. Consultant must work with the City and District designees to develop a viable communications plan to engage community stakeholders.

- Stakeholder Group Facilitation*
- City-School Compact Meeting(s)*
- Community Meeting 1*



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### d. Community Meeting 2

### 3. Data Collection & Analysis

The consultant will collect and evaluate relevant data including, as appropriate: Speed surveys, traffic volume counts, traffic queueing, reported accidents, bicycle routes, pedestrian activity, impacts on neighboring streets or other Hermosa Schools, and suitable offsite student loading and unloading locations. To the extent feasible, existing data available from the School District or the City should be utilized for analysis rather than collecting new data. Section 2.3 Relevant Plans, Programs, Policies, or Projects includes a number of documents in which data has been recently collected on traffic volume, speed, traffic collisions, and safe routes to school interest/participation. Consultant shall provide written documentation to support all planning assumptions used including cost data, design standards, projections and other evaluation performed. All documented work product created or used by the consultant shall be provided to the City and District upon request and shall be deemed property of the City and District.

### 4. Measure Identification & Evaluation

#### a. Measure Identification

The NTMP will incorporate projects and programs identified as mitigation measures within the EIR including the effect of a staggered bell schedule and development of Recommended Vehicle Travel Routes Map, Pedestrian School Route Plan, and Transportation Management Program. The NTMP will additionally include capital projects and other physical measures to facilitate and address offsite student loading and unloading, including consideration of nearby City properties around Valley Park such as the Kiwanis/Rotary parking lot and parking along Gould Ave, that would be jointly funded consistent with the Cost Sharing provision of this MOU. Such capital projects may include improvements to Valley Park and other City and/or District real property and other measures may include, but are not limited to:

- Painting curbs red;
- Installing additional traffic control improvements, off-site loading areas, and crossing guards, if needed.
- Installing additional stop or yield signs to restrict turning movements during peak traffic periods.
- Restricting more on-street parking during peak traffic periods.
- Widening the passenger loading zone on Myrtle.

#### b. Measure Prioritization

Once a range of potential measures have been identified, the consultant will perform an evaluation of the measures to refine, prioritize, or eliminate potential measures based on an established set of criteria to create a suite of recommended projects or programs. Potential criteria for evaluating and prioritizing management measures includes the following:

- Effect on student safety;
- Effect on emergency response;
- Cost-effectiveness;
- Ease of implementation;
- Effects on non-project transportation and traffic;
- Speed to implement; and

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- Permanency of solution.

### 5. Draft Neighborhood Traffic Management Plan

#### a. Preliminary Engineering & Program Design for Recommended Measures

The top measures identified and prioritized in Task 4 that involve capital improvements or construction will be incorporated into the NTMP and should be designed with sufficient detail to accurately identify the associated costs (and sharing based on added impacts arising from incremental increases caused by the project as further addressed in section 5(b)) and efficiently submit materials for grant applications.

#### b. Cost Sharing Allocation & Identification of Grant Funding Opportunities

The NTMP will include a section identifying the appropriate cost-sharing formulas to assign responsibility for implementation by the City and School District. This section will additionally include recommendations of grant funding opportunities that the identified projects may be good candidates for pursuit of funding.

#### c. Adaptive Management Plan for Monitoring & Re-Evaluation

The NTMP will include a schedule for monitoring and periodic review of the measures prescribed in this NTMP, including periodic assessment of performance metrics, thresholds, technology, and data used to identify necessary changes to the Transportation Program, NTMP, Travel Routes, and Pedestrian Routes. Metrics to be used to identify such changes shall include surveys and monitoring to determine how students get to and from the Project, length and duration of queues at student loading and unloading locations, and levels of service ("LOS") at roadways and intersections surrounding the Project.

### 6. Board, City Council, and Commission Review & Approvals

The initial development of the NTMP, and any subsequent revisions, shall be approved by the City Council, all appropriate City commissions (likely the Public Works Commission), and the School District Board. Consultant shall participate in the approval process.

### 7. Development of Pedestrian School Route Plan, Recommended Vehicle Travel Routes Map, and Transportation Management Program

As part of or upon completion of the Neighborhood Traffic Management Plan, the City and School District may elect to utilize the expertise of the hired consultant to assist in the development of the Pedestrian School Routes Plan, Recommended Vehicle Travel Routes Map, and Transportation Management Program which have been defined as mitigation measures in the Certified EIR for North School. Proposers should include this work as an optional task in their proposed approach, schedule, and budget.

## 2.5 Work to be Performed or Provided by the City/School District

The City and School District will perform the following tasks or functions related to this project. Proposer should summarize any services NOT provided by their firm that are listed in the Scope of Work and list any resources, assistance or other items expected to be provided by City or School District beyond those listed in Section 2.5.

1. Process, distribute, and respond to data and information requests from the consultant.





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2. Post/distribute public information announcements, website updates, workshop agendas/reports.
3. Prepare and execute Agreements with all entities.
4. Schedule times and facilities reservations for meetings and workshops.
5. Upon contract award, City/School District will provide copies of available records.
6. Act as liaison with the appropriate decision making bodies.

# 3 Proposal Submittal Instructions

## 3.1 Proposal Format

Proposals must be submitted in a sealed envelope or box bearing the name of the consultant, clearly marked, and submitted only to the following address:

Neighborhood Traffic Management Plan  
for the North Elementary School Project  
City of Hermosa Beach  
1315 Valley Drive  
Hermosa Beach CA 90254

### 3.1.1 Hard Copy Proposals

Proposers shall submit **one original** and **four copies** of the proposal for a total of five bound documents. One hard copy of the cost proposal (fee schedule) shall be in a separate sealed envelope, clearly marked "Cost Proposal".

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any copy of the proposals as the Original.

All proposals shall be submitted on standard 8.5" by 11" paper and printed double-sided. Exhibits may be 11" by 17" paper as needed. Proposers should minimize the use of plastic film/dividers and other materials that cannot be recycled.

All pages should be numbered and identified sequentially by section. Proposals shall be no more than 50 total pages (25 double-sided pieces of paper) inclusive of the cover letter and all required forms.

### 3.1.2 Electronic Submittal

Proposers shall submit an electronic PDF version of their proposal by email to the project contacts at [lsingleton@hermosabch.org](mailto:lsingleton@hermosabch.org) AND [pescalante@hbcsd.org](mailto:pescalante@hbcsd.org). The cost proposal shall also be submitted in the same email, but as a separate PDF attachment. Attachments may not exceed a combined total of 20 MB.

## 3.2 Proposal Content

Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals should include the sections as described in greater detail below. Do NOT include marketing brochures or other promotional material not connected with this RFP.

### 3.2.1 Cover Letter

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

### 3.2.2 Firm Profile

Proposers should provide a brief profile of the prime consultant and any sub-consultants. Information should include, but is not limited to the following information:

- Official name and address.
- Name, address, and telephone number of the consultant's primary point of contact.
- Type of business entity of consultant (corporation, company, joint venture, etc.). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
- Federal Employer I.D. Number.
- Address, telephone numbers and fax numbers of each of the proposing firm's locations.
- Indication whether firm is totally or partially owned by another business organization (parent company) or individual.
- Number of years consultant has been in business under the present business name.
- Number of years of experience the consultant has had in providing required, equivalent, or related services.
- Any failures or refusals to complete a contract, and explanation.

### 3.2.3 Project Understanding and Approach to Scope of Work

Proposers should include in this section a statement of project understanding, organizational chart, approach to work program and summary of deliverables, described in greater detail below.

#### *Statement of Project Understanding*

Consultant must include in this section its understanding of the project and understanding of the Scope of Services noted herein. Consultant should be able to articulate a thorough understanding of the State, County and Local requirements, and other industry standards applicable to the project or services to be provided.

#### *Organizational Chart*

Consultant shall include an organizational chart that reflects key staff and roles/responsibilities of each individual assigned to provide services under this Proposal. Any roles or topics in which the proposer anticipates utilizing the expertise of subcontractors should be clearly identified.

#### *Approach to Work Program (Required and Optional Tasks)*

The City and School District are seeking an effective, efficient and creative approach to preparing work products and meeting the goals and timeline for this project. In this section, proposers should include their recommended approach to providing the requested professional services and tasks noted in the Scope of Services in the RFP. The approach to the work plan shall be of such detail to demonstrate the proposer's ability to accomplish project objectives. This section should also include proposed approaches and techniques to engagement community and stakeholders in the process of developing the project.

The proposer's approach should provide detail on both the required and optional tasks identified in the scope of work, as well as any additional tasks recommended by the proposer to successfully achieve the project objectives.



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### *Summary of Deliverables*

Proposer should identify the major deliverables, indicate the number of drafts or versions anticipated in the scope of work and budget, and the format in which the deliverable will be provided (electronic or hard copy) for each required and optional task.

### *Roles and Responsibilities for City Staff*

Proposer should summarize any services NOT provided by their firm that are listed in the Scope of Work. Consultant shall also list any resources, City/School District assistance or other items expected to be provided by City and School District beyond those listed in Section 2.5, "Work to be Performed or Provided by the City and School District". Consultant may additionally itemize those services which are further required but are not noted in the aforementioned paragraphs as requirements. Consultant will title this section as Additional Services.

### **3.2.4 Project Management Plan**

Key to a creative, effective, and efficient delivery of the project is close coordination and communication between the City, School District, community, and the selected consultant. In this section, proposers should provide a project schedule, and describe the firm or project manager's approach to communications and quality assurance/quality control.

#### *Schedule*

Proposers should present a schedule that details the timing and sequence of project tasks, deliverables, and community engagement efforts. Per the terms of the Memorandum of Understanding, the City and School District must adopt the Neighborhood Traffic Management Plan no later than March 31, 2020.

#### *Communications Approach*

Proposers should describe their recommended or preferred approach to project communications between the City, School District, and Consultant Team. This should include detail on the frequency of project check-ins, progress updates, and meeting locations (i.e. phone, email, in-person). Communications protocols for coordinating with other departments, agencies, and the community can be established during project kick-off. Please note that this project will be jointly managed by the City and the School District and proposers should be prepared to describe how communications will be approached with multiple project contacts.

#### *Quality Assurance/Quality Control Approach*

Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the Consultant's method of ensuring that the assigned personnel's quality of work is high.

### **3.2.5 Experience and Qualifications**

Proposers should include in this section a summary of relevant projects, contact information for references, and information about the experience, qualifications, and availability of key personnel, described in greater detail below.

#### *Summary of Relevant Projects*

Proposers should highlight representative projects that are similar in scope and size to this project to demonstrate the firm's depth of experience and familiarity with similar projects. For each project, please include the following information, at a minimum:

- Year started and completed (if relevant)
- Contracting Agency + Department
- Project Description
- Key Personnel Assigned
- Contract Value

### *References*

Consultant must provide at least three (3) references for which consultant has provided services similar in scope as set forth in the RFP within the last five (5) years. Reference information should include:

- Name of agency
- Name of agency project manager
- Email address and telephone number of contact person
- Description of project or services provided

### *Experience and Qualifications of Key Personnel*

The consultant shall provide resumes indicating the experience and qualifications for the key personnel identified in the organization chart. Consultant shall also include the number and type of additional support personnel who will be providing services. At a minimum, the resume for each team member should include:

- Name
- Position and Role for This Project
- Degrees and Certifications
- Professional Memberships/Registrations
- Summary of Experience
- Work on Representative Project Similar in Scope

If sub-consultants are to be used as part of this proposal, a resume of the sub-consultant and relevant experience is to be included in the same format.

### *Assignment of Key Personnel*

It is the City and School District's preference to have the key personnel identified in the Organizational Chart remain with the project during the term of the agreement. In this section, please indicate the availability of key personnel to pursue completion of this project in terms of the involvement in other projects that are presently in your firm's backlog.

After contract execution the Consultant should not substitute key personnel (project manager and others listed by name in the proposal) or sub-consultants without prior written approval. The consultant must request and justify the need for the substitution and obtain approval from the agency prior to use of a different sub-consultant on the contract. The proposed substituted person must be as qualified as the original, and at the same or lower cost for engineering types of consultant contracts, the Consultant's project manager shall have all the necessary credentials to qualify him/her as a project manager for this project.

In the event there are proposed changes in key personnel, including sub-consultants, during the term of the agreement that are outside of the consulting firm's control, the consultant shall prepare a transition plan that is presented to the project management team for review.

## **3.2.6 Required Forms**

Consultant shall review, acknowledge and submit the following forms:

- **Certification of Proposal.** Proposer is required to sign and submit the Certification of Proposal including acknowledgement that they have received and considered any addendums issued in connection with this RFP.
- **Non-Collusion Affidavit.** Proposer is required to sign and submit the Non-Collusion Affidavit.
- **Compliance with Insurance Requirements.** Consultant shall demonstrate the willingness and ability to submit proof of the required insurance coverage as set forth in the Sample Professional Services Agreement.



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- **Acknowledgement of Professional Services Agreement.** Consultant shall demonstrate willingness and ability to comply with the Sample Professional Services Agreement and/or indicate any exceptions to the Professional Services Agreement.

### 3.2.7 Cost Proposal

Printed cost proposals shall be submitted in a separate sealed envelope with the proposal, labeled "Cost Proposal" and indicate the firm's name. Electronic copies of the cost proposal may be submitted in the same email but provided as a separate, clearly marked "cost proposal" PDF file.

Consultant should provide the estimated fee to successfully fulfill the Scope of Work detailed in this RFP. Required and optional tasks should be consistent with the tasks listed in the Scope of Services and be clearly marked in the fee schedule to facilitate consistent comparison of costs between proposals. The Cost Proposal should detail the scope of services by task, identifying project team members, hourly billing rates, and estimated hours per task. The Cost Proposal should also include any direct costs such as travel, equipment, printing/materials.

The Cost Proposal must also state if the proposed hourly rate(s) for key personnel is guaranteed for the term of an agreement (if awarded) or if it is subject to adjustments. If subject to adjustments, consultant must state the frequency of adjustments and how adjustments are determined.

## 4 Proposal Evaluation and Selection

### 4.1 Proposal Review Process

The City and School District will evaluate all proposals received in accordance with the evaluation criteria. The City and School District shall not be obligated to accept the lowest priced proposal, but may make award(s) in the best interests of the City and School District after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer. Evaluation scores will not be released until after award of proposal, if one is made.

Following the review of proposals by the project management team, short-listed consultants may be invited to be interviewed by a panel of staff from the City and School District. Discussions may, at the City and School District's option, be conducted with the most qualified Proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City and School District will not disclose information derived from proposals submitted by competing Proposers.

The City and School District will verify references of short-listed consultants, which may include persons not listed as references, and this will help inform the recommendation. The City and School District will jointly select a consultant to negotiate for the performance of work. In negotiating the contract the City and School District may request modifications to the proposed scope or to the technical team or other elements of the proposal. If negotiations fail, the City and School District will commence negotiations with the next qualified candidate. Work will promptly commence following contract award and satisfaction of contract requirements.

### 4.2 Evaluation Criteria

Proposals will be evaluated on the basis of their response to all provisions of this RFP. The City and School District will use the following criteria in its evaluation of proposals, interviews with

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selected consultants, or verification of references. The categories will be weighted approximately as follows.

### *Approach and Methods (35%):*

- A well thought-out and tailored approach to the technical work that responds to the project's particular issues and needs.
- Incorporation of innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities.
- Evidence of the team's ability to work collaboratively with other members of a multi-disciplinary team in a complex and dynamic working environment.
- Demonstration of the team's commitment to accurate and superior work products and services as detailed in the project management project management plan.

### *Relevant Experience & Expertise (40%):*

- Recent experience preparing similar projects or providing similar services for jurisdictions.
- Familiarity and experience with applicable industry standards and any relevant federal, state, or local requirements.
- The depth and appropriateness of experience of individual members of the technical team as they relate to the specific technical tasks called for by the project
- The team's experience and ability to clearly communicate technical concepts and terminology with the community.

### *Timeframe and Costs (15%):*

- Display of a proposed schedule and timeline that meets any specific conditions laid out in the RFP or accomplishes the project objectives in a reasonable timeframe.
- Delivery of a clear and reasonable project budget that provides sufficient detail on the costs for required and optional services.
- Evidence of the team's ability to successfully deliver project tasks and deliverables within the identified project budget and minimize cost overruns.

### *Administration (10%):*

- Ability to comply with the timeline, terms, and billing procedures.
- The extent and nature of any proposed amendments to the Sample Professional Services Agreement.

## 5 Contract Expectations

### 5.1 Contract Period

The Contract Period will be established following submittal of proposals and be based on a reasonable amount of time needed to complete the work. Per the terms of the Memorandum of Understanding, the City and School District must adopt the Neighborhood Traffic Management Plan no later than March 31, 2020.

### 5.2 Professional Services Agreement

The selected consultant will be expected to comply with and sign the Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney and School District's Attorney or their designee(s) retain the discretion to accept or reject proposed exceptions or modifications to the Professional Services Agreement.





### 5.3 Standards of Work

In case of conflicts, ambiguities, discrepancies, errors, or omissions, Consultant shall submit the matter for clarification. Any work affected by such conflicts, ambiguities, discrepancies, errors or omissions which is performed by Consultant prior to clarification by City and School District shall be at Consultant's risk and expense.

### 5.4 Invoicing and Payment

The contract will be set up as a fixed fee contract with a not to exceed rate to be billed monthly based on hours worked. Consultant shall invoice the City and School District separately, with each covering 50% of the invoice costs. Invoices are to be submitted monthly. The invoices shall reference the project title, and must list the charges by task, worker classification, hours, billing rate, and totals. Back up information must be submitted together with the invoices.

Each invoice shall contain a progress report describing the work completed during the billing period and shall also include cost information by task regarding: previous work billed to date, work billed during the reporting period, percent of task completed and amount remaining by task.



## 6 Attachments and Required Forms

### 6.1 Maps or Design Plans





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### 6.2 Sample Professional Services Agreement

#### CONTRACT FOR PROFESSIONAL SERVICES TO

#### BETWEEN THE CITY OF HERMOSA BEACH AND HERMOSA BEACH CITY SCHOOL DISTRICT AND \_\_\_\_\_

This AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF HERMOSA BEACH, a general law city a municipal corporation ("CITY") and Hermosa Beach City School District ("District") ("together CITY/DISTRICT), and \_\_\_\_\_, a limited liability company ("CONSULTANT").

#### **RECITALS**

- A. The City/District desires to \_\_\_\_\_.
- B. The City/District does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City/District desires to contract for consulting services to accomplish this work.
- C. The Consultant warrants to the City/District that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. The City/District desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

**NOW, THEREFORE**, based on the foregoing recitals, the City/District and the Consultant agree as follows:

#### **1 CONSIDERATION AND COMPENSATION**

As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and City/District agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, City/District agrees to pay CONSULTANT a total of \$ \_\_\_\_\_, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager and District Superintendent or his/her designee(s).

CONSULTANT shall submit to City/District, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. City/District shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

#### **2 SCOPE OF SERVICES.**

CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as Exhibit A and incorporated herein by this reference.

Except as herein otherwise expressly specified to be furnished by City/District, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional



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and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

- 3 PAYMENTS. For City/District to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
- 4 TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the City/District and shall continue until all authorized work is completed to the City/District's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the City/District.
- 5 FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6 KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is \_\_\_\_\_. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City/District.
- 7 TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on \_\_\_\_\_, 20\_\_\_\_, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
- 8 CHANGES. City/District may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and City/District. The cost or credit to City/District resulting from changes in the services will be determined in accordance with written agreement between the parties.
- 9 TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide City/District with a Taxpayer Identification Number.
- 10 PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11 TERMINATION. Except as otherwise provided, City/District may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at City/District's option, become City/District's

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property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

Should the Agreement be terminated pursuant to this Section, City/District may procure on its own terms services similar to those terminated.

- 12 INDEMNIFICATION.** CONSULTANT shall indemnify, defend with counsel approved by City/District, and hold harmless City/District, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of City/District's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City/District. Should City/District in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the City/District its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the City/District (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by City/District, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

- 13 ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without City/District's written approval are prohibited and will be null and void.
- 14 INDEPENDENT CONTRACTOR.** City/District and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with City/District. CONSULTANT is not an agent or employee of City/District and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City/District provides for its employees. Any provision in this Agreement that may appear to give City/District the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the City/District as to end results of the work only.
- 15 AUDIT OF RECORDS.** CONSULTANT agrees that City/District, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide City/District, or designee, with any relevant information requested and will permit City/District, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.



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CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

- 16 CORRECTIVE MEASURES.** CONSULTANT will promptly implement any corrective measures required by City/District regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City/District to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.

**17 INSURANCE REQUIREMENTS.**

A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the City/District at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the City/District, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City/District.
2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. Automobile Liability Coverage. The CONSULTANT shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by City/District arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is

## City of Hermosa Beach & Hermosa Beach City School District

approved in writing by City/District, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.

1. "The City/District, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
  2. This policy shall be considered primary insurance as respects the City/District, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the City/District, including any self-insured retention the City/District may have, shall be considered excess insurance only and shall not contribute with this policy.
  3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  4. The insurer waives all rights of subrogation against the City/District, its elected or appointed officers, officials, employees, or agents.
  5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City/District, its elected or appointed officers, officials, employees, agents, or volunteers.
  6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City/District.
- C. CONSULTANT agrees to provide immediate notice to City/District of any claim or loss against Contractor arising out of the work performed under this agreement. City/District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City/District.
- D. Any deductibles or self-insured retentions must be declared to and approved by the City/District. At the City/District's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. The CONSULTANT shall provide certificates of insurance with original endorsements to the City/District as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the City/District on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the City/District at all times during the term of this Agreement.
- F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the City/District may terminate this Agreement pursuant to Section 11 above.
- G. The commercial general and automobile liability policies required by this Agreement shall allow City/District, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City/District pay the SIR or deductible on Consultant's behalf upon





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the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City/District may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City/District due to the breach.

- 18** USE OF OTHER CONSULTANTS. CONSULTANT must obtain City/District's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
- 19** FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the City/District from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the City/District's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City/District shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City/District for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.
- 20** CORRECTIONS. In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City/District's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City/District, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City/District may deduct the cost of such correction from any retention amount held by the City/District or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
- 21** NON-APPROPRIATION OF FUNDS. Payments to be made to CONSULTANT by City/District for services preformed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City/District does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which City/District appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
- 22** NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	DISTRICT	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN:	Hermosa Beach City School District 425 Valley Drive ATTN:	ATTN:

## City of Hermosa Beach & Hermosa Beach City School District

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- A. SOLICITATION. CONSULTANT warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, City/District may rescind this Agreement without liability.
- B. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and City/District and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or City/District's obligations under this Agreement.
- C. INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.
- D. ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- E. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- F. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's City Manager, or designee, may execute any such amendment on behalf of CITY. DISTRICT Superintendent, or designee, may execute such amendment on behalf of DISTRICT

**23** ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

**24** FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements,





## City of Hermosa Beach & Hermosa Beach City School District



or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

- 25** TIME IS OF ESSENCE. Time is of the essence to comply with dates and schedules to be provided.
- 26** ATTORNEY'S FEES. The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 27** STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to City/District. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
- 28** OWNERSHIP OF DOCUMENTS. It is understood and agreed that the City/District shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City/District shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City/District on any other project without prior written consent of the Consultant shall be at the sole risk of the City/District.
- 29** DISCLOSURE REQUIRED. (City/District and Consultant initials required at one of the following paragraphs)

By their respective initials next to this paragraph, City/District and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18701(a)(2) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City/District. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City/District shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the Conflict of Interest Code.

City Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**OR**



## City of Hermosa Beach & Hermosa Beach City School District

By their initials next to this paragraph, City/District and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18701(a)(2)(A) and is otherwise not serving in staff capacity in accordance with the Conflict of Interest Code.

City Initials \_\_\_\_\_

District Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

HERMOSA BEACH CITY  
SCHOOL DISTRICT

CONSULTANT

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
SCHOOL BOARD PRESIDENT

By: \_\_\_\_\_  
TITLE

ATTEST:

ATTEST:

\_\_\_\_\_  
Elaine Doerfling, City Clerk

\_\_\_\_\_  
Taxpayer ID No.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Jenkins , City  
Attorney

\_\_\_\_\_  
Terry Tao , School District  
Attorney



## 6.3 Required Forms

### 6.3.1 Certification of Proposal

RFP #: \_\_\_\_\_

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Proposal (RFP).

1. Proposer declares and warrants that no elected or appointed official, officer or employee of the City or School District have been or shall be compensated, directly or indirectly, in connection with this proposal or any work connected with this proposal. Should any agreement be approved in connection with this Request for Proposal, Proposer declares and warrants that no elected or appointed official, officer or employee of the City or School District, during the term of his/her service with the City or School District shall have any direct interest in that agreement, or obtain any present, anticipated or future material benefit arising therefrom.
2. By submitting the response to this request, Proposer agrees, if selected to furnish services to the City and School District in accordance with this RFP.
3. Proposer has carefully reviewed its proposal and understands and agrees that the City and School District are not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
4. It is understood and agreed that the City and School District reserve the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received.
5. The proposal response includes all of the commentary, figures and data required by the Request for Proposal
6. The proposal shall be valid for 90 days from the date of submittal.
7. Proposer acknowledges that the City and School District may issue addendums related to this RFP and that the proposer has reviewed the following addendums which have been issued:

Addendum: \_\_\_\_\_

Addendum: \_\_\_\_\_

Addendum: \_\_\_\_\_

8. Proposer further acknowledges the provisions of any addendums issued have been incorporated into their proposal.

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_





## 6.3.2 Non-Collusion Affidavit

RFP #: \_\_\_\_\_

The undersigned declares states and certifies that:

1. This proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.
2. This proposal is genuine and not collusive or sham.
3. I have not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal and I have not directly or indirectly colluded, conspired, connived, or agreed with any other Proposer or anyone else to put in a sham proposal or to refrain from submitting to this RFP.
4. I have not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price or to fix any overhead, profit or cost element of the proposal price or to secure any advantage against the City of Hermosa Beach or Hermosa Beach City School District or of anyone interested in the proposed contract.
5. All statements contained in the Proposal and related documents are true.
6. I have not directly or indirectly submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, RFP depository, or to any member or agent thereof, to effectuate a collusive or sham proposal.
7. I have not entered into any arrangement or agreement with any City of Hermosa Beach or Hermosa Beach City School District public officer in connection with this proposal.
8. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_



### 6.3.3 Compliance with Insurance Requirements

RFP #: \_\_\_\_\_

The selected consultant will be expected to comply with the City and School District's insurance requirements contained within this RFP.

The undersigned declares states and certifies that:

1. Proposer agrees, acknowledges and is fully aware of the insurance requirements as specified in the Request for Proposal.
2. If selected, proposer agrees to accept all conditions and requirements as contained therein.

Signature of Authorized Representative:

\_\_\_\_\_

Printed Name and Title:

\_\_\_\_\_



### 6.3.4 Acknowledgement of Professional Services Agreement

RFP #: \_\_\_\_\_

The selected consultant will be expected to comply with and sign the Professional Services Agreement. Proposers should identify and/or indicate any exceptions to the Sample Professional Services Agreement included in Section 6.2. The City Attorney and School District's Attorney or their designee(s) retains the discretion to accept or reject proposed exceptions or modifications to the Professional Services Agreement.

1. Proposer agrees, acknowledges and is fully aware of the conditions specified in the Sample Professional Services Agreement.
2. Proposer agrees to accept all conditions and requirements as contained therein with exceptions noted as follows:

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Signature of Authorized Representative:

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Printed Name and Title:

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**From:** Pat Escalante <[pescalante@hbcasd.org](mailto:pescalante@hbcasd.org)>  
**Sent:** Tuesday, May 14, 2019 8:55 AM  
**To:** Suja Lowenthal <[suja@hermosabch.org](mailto:suja@hermosabch.org)>  
**Subject:** Resubmission Letter to Coastal Commission

Hi Suja,

The response packet was sent overnight to the coastal commission yesterday. Thank you for putting together the letter from the city. We are confident that the information requested from the letter and the in person meeting with Eric is included. In my cover letter to Eric, I "begged" to be placed on the July agenda. It would help if you would call your contact to see if that is possible. Attached is the response letter from our consultant. Thanks again for your partnership. Take care,  
Pat

Patricia Escalante

Superintendent

Hermosa Beach City School District

DATE May 13, 2019

TO California Coastal Commission

ADDRESS 300 East Ocean Boulevard, Suite 300  
Long Beach, CA 90802-4302

CONTACT Eric Stevens, Coastal Program Analyst

FROM Hermosa Beach City School District

SUBJECT Response to "Notice of Incomplete Application" Letter

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The Hermosa Beach City School District (District) submitted a Coastal Development Permit (CDP) Application (No.5-18-0128) to the South Coast Office of the California Coastal Commission (CCC) on February 10, 2019, in accordance with the California Coastal Act. The following memorandum is in response to the letter received from Eric Stevens, the Coastal Program Analyst assigned to the application, on March 12, 2019.

The following includes the comments provided by the CCC and a subsequent response to provide additional information necessary to complete a thorough analysis of the project by Commission staff:

**Comment 1:** PDF page 74 of the Final EIR states that permits will be required from the City of Hermosa Beach. In addition, the most recent comment letter from the City, dated January 9, 2019, also states that various aspects of the project would require changes to the public right-of-way or to City property. Please provide written confirmation from the City of Hermosa Beach that the project aspects located on property not owned by the district meet all zoning requirements and needs no local permits other than building permits.

**Response 1:** The proposed improvements on District owned property would be exempt from local zoning requirements. However, as discussed in the recirculated DEIR Section 5.12, Transportation and Traffic, the proposed project, as-mitigated by mitigation measures TRAF-3, TRAF-4, TRAF-5, and TRAF-6, would require improvements within the public right-of-way and require approval from the City of Hermosa Beach (see recirculated DEIR Section 5.12, pages 5.12-72 – 5.12-77). Mitigation measures TRAF-3 through TRAF-6 are provided below:

TRAF-3 In conjunction with parking restrictions required to designate City right-of-way, adjacent to the project site on 25th Street and Myrtle Avenue as student passenger loading (see TRAF-4), prior to opening the proposed school, additional parking restriction signage shall be installed on the north side of 25th Street (near 301 25th Street), east side of Myrtle Avenue (near the residence of 301 25th Street), and south side of 26th Street (near 316 and 336 26th Street) to provide a continuous, unobstructed path from the passenger loading areas to the intersection of Gould Avenue and Morningside Drive. The sign shall state, "No Parking, 8 AM to 9 AM & 2:30 PM to 3:30 PM, School Days" (or time periods deemed appropriate based on the staggered bell schedule per Mitigation Measure TRAF-2a). The signs will be subject to review and approval by the City of Hermosa Beach.

TRAF-4 The following shall be implemented to enhance passenger loading activities:

- a. Prior to opening the proposed school, the District shall work with the City to designate passenger loading zones on the north side of 25th Street and east side of Myrtle Avenue, adjoining the frontages of the proposed school site. Use of City right-of-way will be subject to review and approval by the City of Hermosa Beach.
- b. Prior to opening the proposed school, the District shall work with the City to install signs at the passenger loading zones that state: "Passenger Loading & Unloading Only, 8 AM to 9 AM & 2:30 PM to 3:30 PM, School Days" (or time periods deemed appropriate based on the staggered bell schedule per Mitigation Measure TRAF-2a). The signs will be subject to review and approval by the City of Hermosa Beach.

TRAF-5 To enhance traffic safety and awareness for vehicular, bicycle, and pedestrian movements, the following measures shall be implemented to comply with standards included in the California Manual on Uniform Traffic Control Devices, Part 7, Traffic Control For School Areas:

- a. The District shall prepare a "Pedestrian School Route Plan" to educate parents, students and staff of pedestrian and bicycle safety. The plan shall provide guidance on the preferred travel routes and locations to cross-streets based on the existing and proposed traffic control devices and crosswalks. The Pedestrian School Route Plan shall include the City-prepared School Routes Plan (Figure 5.12-7, Safe Routes to School Network) and shall be completed prior to the opening of the proposed school. The plan shall be distributed to students and parents at the beginning of each school year and to all new students/parents who begin school midyear. It shall also be available on the school's website as a public outreach tool.
- b. The District shall prepare a "Recommended Vehicle Travel Routes Map" (see Figure 5.12-6, Recommended Vehicle Travel Routes to School) to limit two-way travel on streets in the immediate vicinity of the proposed school site. The map of vehicle travel routes to school shall be completed and available for distribution to students and parents by the first day of school; it shall be made available on the school's website as a public outreach tool.
- c. To maximize the number of passenger loading spaces at the proposed school, limit vehicle stacking on adjacent streets, and improve pedestrian safety on streets adjoining the project site, the District shall prepare and implement a "Pedestrian Monitoring and Assistance Plan" by the first day of school that includes:
  - i. Assignment of adult personnel and volunteers at the passenger loading zones on the north side of 25th Street and east side of Myrtle Avenue to control, direct, and guide students as they walk to and from school grounds.
  - ii. Procedures for the adult personnel and volunteers, include but are not limited to
    - A. Directing vehicles to stop at the spaces at the front of the passenger loading zones, when unoccupied, to facilitate vehicle flow.
    - B. Creating a vehicle valet system, such as opening car doors.
    - C. Discouraging students from crossing 25th Street in front of the school, including at the intersection of Silverstrand Avenue.
    - D. Directing students using the Myrtle Avenue passenger loading zone to access school grounds from the entry on 26th Street, at the eastern perimeter of the proposed school parking lot.
- d. The District, in conjunction with the City of Hermosa Beach, shall create a working group—including but not limited to representatives from the City and District—to prepare and implement an ongoing Neighborhood Traffic Management Plan (NTMP) to identify operational traffic concerns on adjacent streets and ways to manage them accordingly. Development of the NTMP shall begin at least nine months prior to the opening of the proposed school to ensure its timely completion prior to the opening of the proposed school. The NTMP shall be updated as needed to meet its purpose to improve pedestrian, bicycle, and vehicular safety; enhance the quality-of-life for surrounding land uses caused by speeding vehicles and careless drivers; and help the District and City to prioritize limited resources. The NTMP shall be distributed to students and parents and be available on the school's website as a public outreach tool. If operational traffic safety hazards remain after



all improvements identified in Mitigation Measure TRAF-5 are implemented, the NTMP working group shall consider additional ways to manage traffic safety and vehicle queueing and stacking at "problem areas," including but not limited to

- i. Painting curbs red at intersections, if warranted.
  - ii. Installing additional traffic control improvements, offsite loading areas, and/or crossing guards, if needed.
  - iii. Installing additional stop and/or yield signs and other signage that restrict turning movements during peak traffic periods, as warranted.
  - iv. Restricting more on-street parking during peak traffic periods, if appropriate.
  - v. Widening the passenger loading zone on Myrtle Avenue adjacent to the proposed school by eight feet, if warranted.
- e. The District shall work with the City to install school area warning signs to notify drivers that they are entering a school zone on 25th Street west of Myrtle Avenue, 25th Street east of the school site, 26th Street west of Myrtle Avenue, Morningside Drive south of 27th Street|Gould Avenue, Myrtle Drive south of 25th Street, and Silverstrand Avenue south of the project site. The signs shall be subject to review and approval by the City of Hermosa Beach.
- f. The District shall work with the City to install yellow school crosswalks at the intersections of 25th Street and Myrtle Avenue (all four legs), 26th Street and Myrtle Avenue (south leg), and 27th Street|Gould Avenue at Morningside Drive (all four legs). The yellow school crosswalks shall be subject to review and approval by the City of Hermosa Beach.
- g. To minimize the volumes of traffic traveling in the opposite direction of street segments with passenger loading zones, the District shall work with the City of Hermosa Beach to install signage to restrict peak hour turning movements onto 25th Street and Myrtle Avenue. Sign text may include "No Right (or Left) Turn from 8 AM to 9 AM & 2:30 PM to 3:30 PM, School Days." Signs shall be installed at the below intersections and be subject to review and approval by the City of Hermosa Beach:
- i. Myrtle Avenue|25th Street: No Right Turn on northbound Myrtle at 25th Street and No Left Turn on southbound Myrtle at 25th Street
  - ii. Myrtle Avenue|26th Street: No Left Turn on westbound 26th Street at Myrtle Avenue
  - iii. Silverstrand|25th Street: No Right Turn on northbound Silverstrand at 25th
- h. To facilitate the flow of traffic to and from the school site and enhance vehicular circulation, the District shall work with the City of Hermosa Beach to either install "Do Not Block Intersection" signs or mark "Keep Clear" on the pavements at the intersections of 25th Street|Park Avenue, 25th Street|Myrtle Avenue, and 26th Street|Myrtle Avenue.
- i. In addition to crossing guards identified in the City's safe routes to school map (Figure 5.12-7), the District shall work with the City of Hermosa Beach to seek funding for a qualified crossing guard at the intersection of 25th Street and Myrtle Avenue and for other appropriate circulation and safety measures recommended in the NTMP.
- TRAF-6 To limit potential hazards caused by temporary roadway or sidewalk closures and/or traffic detours caused by project construction, the District shall require its construction contractors to submit a construction work site traffic control plan to the City of Hermosa Beach for approval prior to the start of any construction at the project site. The plan shall show all haul routes, construction hours, protective devices, warning signs, parking/staging areas, and access points to the property. The District shall encourage its contractors to limit construction-related trucks to off-peak commute periods. Applicable transportation-related safety measures shall be implemented during construction.

Additionally, the District is currently finalizing a memorandum of understanding/agreement with the City of Hermosa Beach to implement the improvements that require City approval to mitigate impacts to a less than significant level. The focus of the memorandum and proposed mitigation is to make changes to the operations of the school to address traffic issues observed from actual operations. While the memorandum and agreement can be drafted now, the actions of the agreement require the school to be in operation and operational traffic issues must be observed in order to craft effective changes. The types of operational changes include staggered start schedules, signage, valet-type door opening services, etc. Other operational changes may also be developed in coordination with the City after observation of school operations.

**Comment 2:** Provide two full size folded copies of the 18-page plan set.

**Response 2:** Upon original coordination on CDP submittal with the CCC the District was notified that all technical studies and project plans could be included in a thumb drive format. The District has included two full size folded copies of the 18-page project plan set with this response letter in accordance with the follow-up request.

**Comment 3:** The Final EIR states that the existing public off-street spaces adjacent to project site are already restricted by the City to a maximum of 1-hour without a resident or day use pass, which decreases their existing utility for public beach parking. However, if the spaces are further restricted a potential impact to public beach parking could result as residents may choose to park in unrestricted nearby spaces to avoid moving their cars twice a day. Provide the total number of off-street public parking spaces that would be designated as passenger loading zones and those that would be restricted during the designated morning and afternoon hours to pick-up/drop-off during school days. Please include the existing number of public parking spaces on all adjacent streets to the subject site and the number of public spaces that would result from the proposed development. Please include exhibits depicting the existing and proposed conditions and relevant parking restrictions.

**Response 3:** Under existing conditions there are no unrestricted spaces where beach visitors could park for more than an hour from September 15 through May 15th (general school calendar year), except for residents or vehicles with day permits. Because of the distance to the beach, and the need to cross busy roadways, one hour parking is too short of a time period to make use of this location for beach access because most of the time would be used walking to/from the beach.

With the exception of specific no-parking restrictions during drop off/pick up of students, none of the existing parking restrictions would change. The parking time restrictions are proposed to reduce congestion associated with student loading and unloading activities during AM and PM peak hours. The proposed improvements to 25th Street at the front of the school would result in an increase in 1 parking space from existing conditions. A detailed breakdown of the number of parking spaces available on the respective streets and their restrictions under existing conditions is shown in Table 1, Existing Parking, and proposed conditions in Table 2, Post-Project Parking below.

Visual representation of the existing and proposed parking areas with restrictions and available spaces are shown in Figure 1, Existing Parking Conditions, and Figure 2, Proposed Parking Conditions, of this attachment.

<b>Table 1 Existing Parking</b>					
<b>Existing Parking Potential</b>		<b>Existing Parking as Signed</b>			
Location	Total # Spaces	No Parking Monday 10AM - 2PM	No Parking Tuesday 8AM - 12PM	1 Hour Parking <sup>1</sup> May 15 - Sept. 15 10AM - 12AM	Passenger Loading Zone Monday – Friday 7AM - 6PM
25th Street	11	11	-	8	3
26th Street	11	-	-	11	-
Myrtle Avenue	10	-	10	10	-
Morningside Drive	3	3	3	-	-
<i>Subtotal Offsite</i>	35	14	13	29	3
On-site <sup>2</sup>	0	-	-	-	-
<b>Total</b>	<b>35</b>	<b>14</b>	<b>13</b>	<b>29</b>	<b>3</b>

<sup>1</sup> Except for Residents or Day Permits  
<sup>2</sup> Onsite parking is not available to the public under existing conditions.

<b>Table 2 Post-Project Parking</b>							
<b>Post-Project Parking Potential</b>		<b>Post-Project Parking as Signed</b>					
Location	Total # Spaces	No Parking Monday 10AM - 2PM	No Parking Tuesday 8AM - 12PM	1 Hour Parking <sup>1</sup> May 15 - Sept. 15 10AM - 12AM	Passenger Loading Zone Monday - Friday 7AM - 6PM	No Parking School Days 8AM - 9AM & 2:30PM - 3:30PM <sup>3</sup>	Passenger Loading Zone School Days 8AM – 9AM & 2:30 PM – 3:30 PM
25th Street	12	12	-	8	3	3	9
26th Street	11	-	-	11	-	11	-
Myrtle Avenue	10	-	10	10	-	2	8
Morningside Drive	3	3	3	-	-	3	-
<i>Subtotal Offsite</i>	36	15	13	29	3	19	17
On-site <sup>2</sup>	41	-	-	-	-	-	-
<b>Total</b>	<b>77</b>	<b>15</b>	<b>13</b>	<b>29</b>	<b>3</b>	<b>19</b>	<b>17</b>

<sup>1</sup> Except for Residents or Day Permits  
<sup>2</sup> Onsite parking would be available after school except for holidays and weekends.  
<sup>3</sup> Proposed parking signage in accordance with mitigation measure TRAF-5.



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The District also evaluated a number of options for management and operation of the proposed onsite parking lot to ensure that the parking is available for both staff and visitors during the school day, while remaining available to the public during after school hours. The District reviewed parking restrictions within the City of Hermosa Beach for spaces that provide coastal access and has observed the following conditions with coastal parking.

**Metered Parking and Pay Lots:** Metered parking in the City of Hermosa Beach varies their restrictions from 3-hours, 24-hours, and 24-hours with resident permits. Pay lots in the City vary in cost during different seasons and typically require a parking attendant or a machine that tracks payment based on the license plate number or parking space. These options have been considered by the District, but the District does not want to regulate payment or maintenance of payment facilities. Additionally, the aesthetic associated with parking meters and meter machines within the parking lot is not supported by the District as it does not contribute to the character of the surrounding area or improved site facilities.

**Sign Regulations:** Free public parking in the City of Hermosa Beach is available at a number of public facilities including the Community Center, associated parking on Valley Drive; South Park; Hermosa Beach Public Works Department; and Hermosa Beach City Hall. There is also public parking available throughout the City with fewer restrictions as you move. Public parking restrictions vary based on the parking location, operation of the site, and events (such as street-sweeping and farmers markets). Existing public parking restrictions in Hermosa Beach include the following:

- 12-hour public parking
- 6-hour public parking 10AM – 10PM
- Public Parking after 6PM Weekends, Evenings, and Holidays
- 1-hour public parking
- 2-hour public parking
- No restriction

In addition, Robinson Elementary School and Grand View Elementary School, approximately 0.3- and 1.5-miles north of the site in the City of Manhattan Beach, respectively, have signed parking restrictions that state “No Parking During School Hours 7AM – 5PM”.

The District has considered existing sign restrictions throughout the City as well as those used by the Manhattan Beach City Unified School District, and believes that implementation of similar restrictions would provide the most effective method to allow parking for staff and visitors during school hours, restrict extended use of the parking lot by residents, and allow for public parking to support coastal access. In consideration of the above parking management options, the District believes that installation of signs at the parking lot entrance and within the parking lot should state “No Parking During School Hours from 7:00AM – 5:00PM” and “3 Hour Parking Maximum After School Hours, Weekends, and Holidays”.

**Comment 4:** Mitigation Measure TRAF-2.6 requires the district to develop a transportation management program to increase the awareness, safety, and use of public transit, ridesharing, walking, and bicycling. Because the proposed project has the potential to impacts beach access through increased use of available beach parking and increased traffic congestion, the transportation management program will be necessary for the Commission to adequately review the proposed project and must be completed and submitted at this time.

**Response 4:** The commenter is referencing mitigation measure TRAF-2.6, which was included in the first Draft EIR. This mitigation measure was revised as part of the recirculated DEIR, which was included in the CDP submittal and addressed in the Final EIR. This mitigation measure was revised in the recirculated Draft EIR as TRAF-5 (see page 5.12-73 – 5.12-74, and is provided in response to Comment 1, above. Furthermore, as provided in Response 1, although the District could prepare transportation management mitigation in accordance with the memorandum of agreement now, these measures would be fluid and would need to be modified based on actual school operations. Other operational changes may also be developed in coordination with the City after observation of school operations. It is the intent of the City to continue cooperating with the City throughout operation of the project, therefore the mitigation extends well beyond opening of the school.

**Comment 5:** The application states that the disposal site for graded soil will be chosen by the contractor. Please confirm that the disposal site will be located outside of the Coastal Zone or identify the location of the disposal site within the Coastal Zone.

**Response 5:** Although the waste disposal site is determined by the construction contractor prior to construction, based on other projects in the area and personal communication with Athens Services (waste hauler that would serve the site), waste is transported to the Athens Services waste processing and transfer facility at 14048 East Valley Boulevard in Industry. Waste is then likely transported to the Sunshine Canyon City/County Landfill in Sylmar, neither the Industry landfill sites are within the coastal zone. While the location of the disposal site is at the discretion of the contractor, the District will only allow sites legally permitted to accept waste.

**Comment 6:** Please clarify if proposed parking lot will be open to the public outside of school hours or on weekends.

**Response 6:** Currently the off-street school parking lot is not open to the public. With the relocation of the parking lot to the west side of the school, the District will open the parking lot to the public outside of school hours. The parking lot would include signage in the parking lot that states "School Parking Only - School Days 7am - 6pm".



Figure 1 - Existing Parking Conditions



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Figure 2 - Proposed Parking Conditions



Source: GoogleEarth, 2018

PlaceWorks



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**From:** Suja Lowenthal <[suja@hermosabch.org](mailto:suja@hermosabch.org)>  
**Sent:** Tuesday, May 14, 2019 11:16 AM  
**To:** Pat Escalante  
**Subject:** RE: Resubmission Letter to Coastal Commission  
**Attachments:** agenda timing for North School

Hi there, Pat. Thank you so very much for sharing this with me. I am glad you asked Eric to please add it to the July agenda. I sent the attached to Steve Hudson, the District Director at Coastal. He was away from the office the week prior to my sending the note. I know he is incredibly busy as is his entire team so I will check-in and see if he has had a chance to consider the request.

I may have the year of the school opening incorrect. At our Compact meeting, I believed I heard you say "January 2020" when Justin asked the question regarding the opening of the school. Let me know if I am mistaken. I can correct that with Steve. I asked Steve to kindly consider placing the District item on the June calendar. Your request for July is far more reasonable. The Coastal staff numbers have been reduced over the years by budget cuts from prior state administrations so I am empathetic toward their workload.

I will keep you posted as I learn more. Thank you, Pat, for your partnership.

Warmly,  
**suja**

**From:** Pat Escalante <[pescalante@hbcisd.org](mailto:pescalante@hbcisd.org)>  
**Sent:** Tuesday, May 14, 2019 8:55 AM  
**To:** Suja Lowenthal <[suja@hermosabch.org](mailto:suja@hermosabch.org)>  
**Subject:** Resubmission Letter to Coastal Commission

Hi Suja,  
The response packet was sent overnight to the coastal commission yesterday. Thank you for putting together the letter from the city. We are confident that the information requested from the letter and the in person meeting with Eric is included. In my cover letter to Eric, I "begged" to be placed on the July agenda. It would help if you would call your contact to see if that is possible. Attached is the response letter from our consultant. Thanks again for your partnership. Take care,  
Pat

Patricia Escalante

Superintendent

Hermosa Beach City School District

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**From:** Suja Lowenthal <suja@hermosabch.org>  
**Sent:** Wednesday, May 01, 2019 10:37 PM  
**To:** Hudson, Steve@Coastal  
**Subject:** agenda timing for North School

Hi there, again, Steve. We had a great meeting with Eric and Shannon from your team. They were incredibly helpful in helping the School District and City team understand what Coastal is looking for in the North School reconstruction project. They mentioned that the next meeting in a close-by city is in September in Newport Beach. The School District is looking to open the school in January of 2020 after winter break. Would you be open to considering a request to have the item placed on the June agenda in San Diego? This is a bond-funded project so there is concern about delays having a fiscal impact.

Let me know your thoughts, Steve, and what you might suggest. Thank you.

Warmly,  
**suja**

**suja lowenthal, DPD**  
City Manager  
(310) 318-0216

